



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF RIVERSIDE

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
RIVERSIDE CHAPTER LOCAL 721 — REFUSE**

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

PREAMBLE

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

Representatives of Management for the City of Riverside (hereafter "City") and representatives of the Service Employees International Union, Riverside Chapter Local 721 (hereafter "Union") have met regularly and conferred in good faith exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employee-members represented by the Union. Each side recognized its value and purpose at the bargaining table and worked diligently, in a professional and considerate manner, to reach a contract agreement. The City Council formally approved the terms and conditions of this Memorandum of Understanding (MOU) on June 6, 2017. ~~December 1, 2014.~~

**ARTICLE 1
SALARIES**

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

~~B. — Effective the first pay period following ratification of this MOU by the City Council, the base salary for CalPERS Retirement Tier 1 employees only shall be increased by seven percent and one-half (7.5%).~~

~~Effective the first pay period following the ratification of this MOU by the City Council, the base salary for CalPERS Tier 2 and Tier 3 employees shall be increased by three and one-half percent (3.5%)~~

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

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

~~D. — To bring the job series for solid waste services for the City in line with the general practices of other public agencies the series of Solid Waste Collector I and II will be~~

PROPOSED TENTATIVE AGREEMENT

~~merged into one classification of Solid Waste Operator. The Solid Waste Collector III will become a Senior Solid Waste Operator.~~

- ~~1. The salary range for the Solid Waste Operator will begin at the bottom step of the Solid Waste Collector I and the top step will be at the top step of the Solid Waste Collector II.~~
- ~~2. The salary range for the Senior Solid Waste Operator will be the same as that for the Solid Waste Collector III.~~

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

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

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

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

FY 2015 – 2016 = \$100 million revenues

Percentage change = 8%

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

Or

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

FY 2015 – 2016 = \$100 million revenues

Percentage change = 2%

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

PROPOSED TENTATIVE AGREEMENT

E. Effective the first pay period following January 1, 2019, the base salary of all bargaining unit employees shall be increased by a minimum of three percent (3%). However, bargaining unit employees shall receive base salary increases above three percent (3%) not to exceed six percent (6%) based on the BRI (Balanced Revenue Index) as follows: Base salary increases on January 1, 2019 will be based upon rate of growth in the total combined dollar amount of Property Taxes, the 1% Bradley Burns Sales Taxes and any City of Riverside voter approved portion of the Sales Tax, Utility Users Taxes, and the Transient Occupancy Taxes, for FY 2017-2018 compared to FY 2016-2017 with the rate of the wage increase equaling one half (i.e., 50%) of the year-over-year rate of growth.

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

Percentage change = 12%

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

Or

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

Percentage change = 3%

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

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

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

Percentage change = 10%

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

Or

PROPOSED TENTATIVE AGREEMENT

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

FY 2017 – 2018 = \$100 million revenues

Percentage change = 3%

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

increase due to specified minimum

increase

G. The City and the Union shall meet in good faith within six months of the City Council's approval of this MOU regarding the scope, methodology, parameters, classifications, cities and any and all subjects related to the development of the a compensation study survey for the Refuse bargaining unit, with the goal of completing the study within twelve months following the finalization of the scope. Upon finalization of the study, beginning 2018 with the goal of completing the study no later than the final year of the MOU. The City and the Union shall meet and confer in good faith to discuss the findings and develop a plan to on the scope of the survey and implement any market increase adjustments throughout the life of the contract. Agreement of implementation of such market adjustments between the City and the Union will be in exchange for the removal of the Incentive Program referenced in Article 5 (A).

Upon City Council approval of this 2016 - 2020 MOU, the City shall conduct a classification and compensation study of bargaining unit classifications. As soon as practicable after City Council approval of this 2016 - 2020 MOU, the City and the Union shall meet and confer on the methodology, parameters, classifications, cities, and any and all subjects related to the development of the classification and compensation study of bargaining unit classifications. The City will finalize the classification and compensation study within 6 months of the City and the union reaching a consensus on the study's parameters. The 6-month timeline can be extended by mutual agreement of the parties. The parties agree no bargaining unit employees shall suffer a loss in wages or benefits as a result of this study. Implementation of market adjustments will be in exchange for the removal of the Incentive Program referenced in Article 5 (A).

G.3. Temporary upgrades [e1] in pay will be provided for temporary assignments as set forth in Article 2. Solid Waste Collector 1's incumbents, who as of the date of adoption of this MOU (date), who currently are regularly assigned to Solid Waste Collector 2 or Solid Waste Collector 3 higher level duties and receiving temporary upgrade pay will be given a permanent pay adjustment in their regular pay rate of 5%, to replace the temporary upgrades as part of the elimination of that upgrade with the merger of the Solid Waste Collector 1 and Solid Waste Collector 2 positions.

PROPOSED TENTATIVE AGREEMENT

HE. The five percent (5%) increase for those employees regularly assigned performing as Team Leaders will be incorporated into their base salary.

**ARTICLE 2
TEMPORARY UPGRADE**

~~A.~~ For those employees in the General Unit or Refuse Unit, temporary increases in salary shall be given as follows:

1. A temporary 5% increase shall be given to field employees during periods when said employees temporarily assume the duties of first level field supervisory employees when such duties primarily involve supervision; which temporary increase shall commence on the morning of the first day of such temporary duties.
2. A temporary 5% increase shall be given to field employees during periods when said employees temporarily assume the duties of Team Leader; which temporary increase shall commence on the morning of the first day of such temporary duties.
3. A temporary 5% increase shall be given to a Solid Waste Operator during periods when said employee temporarily assumes the duties of a Senior Solid Waste Operator; which temporary increase shall commence on the thirteenth (13th) shift and thereafter (13 shifts do not need to be consecutive) of said temporary duties, provided a full shift or full route has been completed.

PROPOSED TENTATIVE AGREEMENT

**ARTICLE 3
GROUP HEALTH INSURANCE PROGRAMS**

- A. During the term of this agreement, the City shall make the following maximum contributions, if needed, for eligible unit members and their qualified dependents, if any, toward the payment of premiums on group health insurance plans:

- ~~1. Effective the first payroll period following the approval of this MOU, the health contribution for employee + one (1) will increase by ten dollars (\$10.00) per month to seven hundred and ninety five dollars (\$795.00). For employee + two (2) or more the health contribution will increase by ten (\$10.00) per month to nine hundred and ninety dollars (\$990.00). The contribution for single coverage is five hundred and fifty-five dollars (\$555.00) per month.~~
- ~~2. Effective the first payroll period in December 2014, the health contribution for employee + one (1) will increase by forty dollars (\$40.00) per month to eight hundred and thirty-five dollars (\$835.00). For employee + two (2) or more the health contribution will increase by fifty-five dollars (\$55.00) per month to one thousand forty-five dollars (\$1,045.00). The contribution for single coverage will increase by an additional thirty dollars (\$30.00) per month to five hundred and eighty-five dollars (\$585.00) per month.~~
- ~~3. Effective the first payroll period in December 2015, the health contribution for employee + one (1) will increase by forty dollars (\$40.00) per month to eight hundred and seventy-five dollars (\$875.00). For employee + two (2) or more the health contribution will increase by fifty-five dollars (\$55.00) per month to one thousand one hundred dollars (\$1,100.00) per month. The contribution for single coverage will increase by an additional thirty dollars (\$30.00) per month to six hundred and fifteen dollars (\$615.00) per month.~~
1. Effective the first pay period following City Council approval of this MOU, the following increases will be made to the monthly employer contributions for bargaining unit employees for January 2017 premium:

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

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

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

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

PROPOSED TENTATIVE AGREEMENT

Employee Only Coverage: \$645

Employee + One: \$915

Employee + Family: \$1,155

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

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

The parties [e2]shall meet and confer over any changes to the health benefits within the scope of bargaining as a result of the Affordable Care Act as established by Federal Law.

The provision above does not apply to those pay periods when premium contributions are not made.

B. Dental Insurance: During the term of this agreement the City shall make the following contributions for eligible unit members and their qualified dependents, toward the payment of premiums on a group dental insurance plan:

1. The City will contribute \$45.00 per month for the term of this agreement.

2. The provisions of Section B1 above do not apply to those pay periods when premium contributions are not made.

C. Life Insurance: The City will provide a term life insurance policy of \$10,000. The policy is available only for permanent full-time employees after completing one month of service.

D. Part-time Employees: The City's contributions for group health and dental insurance for regularly employed part-time employees who attain permanent status shall be pro-rated as follows:

PROPOSED TENTATIVE AGREEMENT

1. One-half ($\frac{1}{2}$) for employees regularly scheduled to work between 20 and 29 hours per week;
2. Three-fourths ($\frac{3}{4}$) for employees regularly scheduled to work between 30 and 39 hours per week.

E. Deferred Compensation: The City shall continue to provide its deferred compensation plan for bargaining unit employees.

F. Employee Assistance Program: Management and the Union recognize that employees and/or members of an employee's family can develop problems which include, but are not limited to, substance dependency, including alcohol, tobacco, drugs or chemicals; mental or emotional distress; marital or family problems; and financial or legal problems.

Management and the Union support the idea of an Employee Assistance Program (EAP) designed to aid in identifying such problems and to provide the appropriate treatment or referral to a resource able to treat the identified problem.

As of the present, the City's EAP is available to employees without charge. However, treatment sources or resources are traditionally subject to charge, all or a portion of which may be covered by the employee's health insurance policy.

The EAP is not a party to this agreement; however, Union and management support of the EAP concept is premised, in part, upon their reliance on EAP's respecting the confidentiality of employee communications, referrals and treatment. Such confidentiality remains subject to the normal exceptions provided by law, related to litigation or in connection with a "last chance" or similar type agreement between the City, the Union and/or the employee.

G. Boot Allowance: The City shall provide ~~two~~^{one} hundred and fifty dollars (\$~~2~~¹50) per fiscal year at the beginning of each fiscal year for employees required by the City Safety regulations (reference V-0001, August 2003) to wear safety footwear to work in each year the employee, in fact, purchases such footwear and utilizes them at work.

H. Health Insurance Contribution Fund for Retirees

1. Effective July 1, 2011, bargaining unit employees on paid status shall pay their own monthly contribution (.25% of total compensation) to the SEIU/City of Riverside Fund for Retirees through a bi-weekly payroll deduction.
2. The principal of the Fund will be used to help pay premiums for group health insurance for employees who retire from bargaining unit classifications on or after the effective date of this Amendment to Agreement.
3. For eligible retirees the Fund shall contribute up to \$100 per month.

PROPOSED TENTATIVE AGREEMENT

4. Under no circumstances shall the Fund contribute an amount which exceeds the dollar amount then being contributed to current active employees at the employee-only rate.
5. In order to be eligible an employee must also meet the following eligibility requirements:
 - (a) An employee who receives a service retirement or a non-industrial disability retirement must have at least 20 years of service with the City of Riverside and must have retired from the City;
 - (b) Subject to the following provisions, an employee who receives an industrial disability retirement will be eligible after years of active service plus years on disability retirement equal to 20, provided that the industrial disability retiree has served a minimum of five (5) years with the City of Riverside. Years of active service may include up to five (5) years of public agency service during which service the retiree was also eligible to be covered by the PERS retirement system. The SEIU/City advisory group may make exceptions to the total years of service requirement for industrial disability retirements in case of catastrophic injury or other compelling circumstances. In the event the advisory group is deadlocked on any such question the matter shall be referred to the then chairperson of the City's Human Resources Board whose decision shall be final.
6. 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.
7. A retiree who is eligible for coverage under a different plan by virtue of his/her own employment or spousal employment is not eligible for such contributions during the period of such coverage.
8. It is contemplated that retirees who are temporarily disqualified under paragraph 7 above may, at some time, no longer be ineligible under those criteria. 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, they will then be eligible for appropriate contributions from the Fund 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.
9. The City will not be requested to augment this particular fund except as follows:

PROPOSED TENTATIVE AGREEMENT

- (a) When the amount in the Fund equals or is less than the equivalent of a one-third of one percent salary increase for the bargaining unit, the Union may request that the remainder of the Fund be applied to the salary schedule; or in connection with the next negotiations, propose that a new Fund be established or that the amount in the Fund be increased.
 - (b) If the trigger point has been reached (Fund equals one-third of one percent salary increase) and there is a significant chance the Fund may exhaust itself before expiration of the then current Memorandum of Understanding, the Union may request a re-opener limited to the issues of retiree health insurance fund and salaries.
- 10. There is no entitlement to benefits hereunder 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.
- 11. This Section H, titled "Health Insurance Premium Contribution Fund for Retirees," is subject to the savings and separability language of this MOU and it is understood and agreed that the voiding of one or more components of this program will not automatically void the remaining components of the program.
- 12. A joint Union/City Advisory Committee will review claims for contributions and decide disputed claims; and shall be provided with periodic reports as to the status of the Fund. The Committee will consist of two (2) members appointed by the Union and two (2) members appointed by City Management. In the event of deadlock, the matters shall be referred to the then chairperson of the City's Human Resources Board, whose decision shall be final.
- 13. The establishment of this Fund is based upon the principle that it is "governmental" and, therefore, exempt from ERISA. Any effort or enactment to bring this Fund under ERISA will cause the immediate dissolution of the Fund with one-half the remaining principal to be distributed in equal lump sums to the participating members and one-half to revert to the City.
- 14. The City's obligation is limited to contributions; it is not a guarantee of coverage. The City reserves the right to provide alternate plans and carriers, including a plan geared specifically for retirees.

Within ninety (90) days following City Council approval of this MOU, a committee comprised of three (3) Union and three (3) City representatives shall review and study the SEIU/City of Riverside Health Insurance Fund for Retirees (Fund) and make recommendations regarding the continuation of the Fund.

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Any changes to the Fund as recommended by this committee shall be subject to ratification by the bargaining unit before implementation.

**ARTICLE 4
RETIREMENT**

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

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

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

~~Effective [e3] as soon as practicable after final ratification of this MOU by the City Council, represented employees in Retirement Tier 1 will contribute a total of four percent (4%) into their PERS pension plan. The City shall pay the remaining Employer Paid Member Contribution (EPMC) which is four percent (4%) of compensation. Said PERS pickup shall be reported to CalPERS as pensionable compensation. The EPMC shall not be considered as base salary but shall be considered employer contribution pursuant to section 414, subdivision (h) (2) of the Internal Revenue Code.~~

~~— Effective July 1, 2015, [e4] represented employees in Retirement Tier 1 will contribute an additional two percent (2%) for a total of six percent (6%) of compensation into their pension plan. The City shall pay the remaining EPMC which is two percent (2%) of compensation. Said PERS pickup shall be reported to CalPERS as pensionable compensation. The EPMC shall not be considered as base salary but shall be considered employer contribution pursuant to section 414, subdivision (h) (2) of the Internal Revenue Code.~~

~~Starting [e5] with the pay period beginning July 1, 2016, the amount of SEIU EPMC share contributed by SEIU represented employees will be calculated based off of pensionable compensation that excludes the City EPMC share per the August 2016 Settlement Agreement.~~

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

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

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

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

Final Compensation Calculation

1. Final compensation for employees in this tier who are hired on or after June 7, 2011, but prior to December 16, 2011, is calculated as the average of the single highest year based on the highest year based on the highest twelve (12) consecutive months.
 2. Final compensation for employees in this tier who are hired on or after December 16, 2011, is calculated as the average of the three (3) highest years.
- C. **Tier 3** — Employees hired on or after January 1, 2013, and who are defined by the Public Employees' Pension Reform Act (PEPRA) as new PERS members.

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

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

New Member Definition:

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

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system;
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system;

PROPOSED TENTATIVE AGREEMENT

- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six (6) months.

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

PROPOSED TENTATIVE AGREEMENT

ARTICLE 5 HOURS

- A. Incentive Program: The City's right to assign routes, pick-ups, and to schedule refuse related work is not limited by the incentive program. Heavy pick-up appointments (in lieu of Fall/Spring clean-up) will be prescheduled. The City's team approach to picking up additional routes or portions of routes when employees are absent shall remain in effect. SEIU (the Union) may defer matters related to this clause for review at Labor Management Committee meetings. The department retains the discretion to send all or a part of a crew home without loss of pay when assigned work has been completed. This does not change current practice. This provision will be removed if the City and the Union reach agreement on implementation of market salary adjustments via a compensation survey as noted in Article 1(G) (MOU July 1, 2016 through June 30, 2020).
- B. Overtime: All hours assigned, authorized and actually worked in excess of ten (10) in any one workday shall be paid for at one and one-half (1½) times the employee's regular hourly rate in any work week. ~~during which the employee is not absent for any reason other than holiday or vacation; in such work weeks when the employee is absent for a reason other than holiday or vacation, the general rule shall apply as follows:~~ Employees shall be paid one and one-half (1½) times their regular hourly rate for all hours assigned, authorized and actually worked in excess of forty (40) hours in any one workweek. "Hours worked" for overtime calculation will include any sick leave hours taken during the work week as well as approved holiday, vacation, and compensatory time. Employees may request compensatory time off for overtime worked in lieu of cash payment and subject to the approval by the department head.
- ~~See Article 15, Holidays, for specific provisions related to holiday time.~~
1. The Department will attempt to distribute overtime assignments as equally as practical under the circumstances of the following sections:
 - (a) The Department will provide the Union a payroll generated report of all overtime hours worked on a monthly basis for employees covered by this agreement.
 - (b) The Department will maintain a list of bargaining unit employees who are eligible to work overtime beginning with the most senior employee.
- C. Call Time: A permanent, part-time employee who is directed to report for work and, upon reporting, is sent home because there is no work, shall be paid for two (2) hours pay at the straight time rate.

**ARTICLE 6
OPEN ROUTES**

~~A.~~ When there is a vacancy on a route, employees may submit a bid for the vacancy. The most senior qualified employee submitting a bid will be offered the route, subject to the following conditions:

PROPOSED TENTATIVE AGREEMENT

1. There is no classification change; and
2. As a result of the initial vacancy only two employee switches are accomplished through this provision; the remaining vacancy or vacancies may be filled by department assignment.

**ARTICLE 7
BARGAINING UNIT MODIFICATIONS**

~~A.~~ Minor modifications to the bargaining unit may be made provided all affected parties agree.

**ARTICLE 8
AUTOMATION**

- A. Effective the date of agreement, new automated routes will be assigned in the following order:
1. Senior Solid Waste Operators in order of department seniority.
 2. Solid Waste Operators shall be assigned to Sr. Solid Waste Operators in order of seniority with the following restrictions:
 - (a) With no discipline imposed within the preceding 12 months.
 - (b) Whose overall performance evaluation ratings have been satisfactory or above for the preceding 12 months.
- B. Solid Waste Operators shall be subject to a promotional probationary period when promoted to Senior Solid Waste Operator (automated route).

**ARTICLE 9
9
TRAINING**

- A. The City's training programs and opportunities will be open to bargaining unit employees on the same basis as other City employees. The parties may utilize the Management-Labor Committee for suggesting training areas and courses.
- B. The City agrees that whenever it is practicable, to provide training opportunities to this bargaining unit with the specific goal of providing enough training to qualify employees for transfer into other departments within the City. Requests for training opportunities shall not be unreasonably denied.

ARTICLE 10

JOB SECURITY

- A. During the life of this Memorandum of Understanding, the City will not privatize its current refuse collection routes so as to displace or reduce the total number of current regular staff. Should there be circumstances beyond the control of the City or SEIU

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Local 721, which may potentially impact rate structure, the parties shall meet to discuss the City's plan to address this.

- B. Should the City decide to proceed with a contracting decision, whenever possible, the City will transfer employees who would otherwise be laid off, displaced or demoted to another position within the City.
- C. In the event that any employee that would otherwise be laid off, demoted, or displaced is not transferred to another position in the City; that employee(s) will be placed on a preferential hiring list for comparable positions and others that the employee qualifies for, until another position becomes available. The City will provide referrals for job placement and career counseling, training, and job fairs when no placements are available. Additionally, the City recognizes that certain employees will require retraining or certification in order to be placed in other positions.

Before any layoff of full-time bargaining unit employees takes effect, the City will honor all requests to meet and confer regarding the impacts of such intended layoffs.

Management will fully consider all alternatives to layoffs as presented by the Union at these meet and confer sessions.

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

**ARTICLE 11
GRIEVANCE PROCEDURE**

- A. **Grievance****Grievance:** A grievance is an allegation by a unit member or members or an authorized SEIU 721 representative (listed steward or Local staff) that he/she/they has (have) been adversely affected by a violation, misinterpretation or misapplication of the specific written provisions of a Memorandum of Understanding, the City's salary and fringe benefit resolution or the City's written personnel policies. Disciplinary action against permanent employees is also subject to this procedure. For grievances filed by SEIU 721 representative(s) the name(s) of the unit member(s) on whose behalf the grievance is filed shall be listed in the grievance. Disciplinary appeals related to Skelly process shall commence at step two of the grievance procedure.
1. Evaluations of permanent employees which result in the denial or postponement of a pay increase are grievable; evaluations of permanent employees which result in an overall rating of "below standard (unacceptable)" may be grieved; all other evaluations are specifically excluded from the operation of the grievance/arbitration article of this agreement.
 2. Excluded from this procedure are the City's Employer-Employee Relations Resolution and administrative regulations implementing City policies unless specifically prohibited by or in contradiction of the specific written provisions of an

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

- B. **~~Time Limits~~Time Limit:** 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.
- C. **Informal Step of Grievance Procedure:** As a general policy, it is encouraged that all grievances be resolved at the lowest level possible. Attempts shall be made, between the grievant and supervisor in the chain of command up to and including the division head, to adjust all grievances on an informal basis.
- D. **~~STEP ONE:Step One:~~** No later than ten (10) working days following the act or omission giving rise to the grievance, or, no later than ten (10) working days following the date upon which the employee reasonably should have known of the act or omission, the grievant must present such grievance in writing on an appropriate form to the Human Resources Department.
1. The written grievance shall contain a clear, concise statement of the grievance, the specific provisions, resolution, section and/or written policies allegedly violated and the specific remedies sought.
 2. The department head and Human Resources Representative shall meet with involved parties (grievant, union representatives, supervisors and manager) and communicate a written decision to the employee within ten (10) working days after receiving the grievance.
- E. **Step Two:** If the grievant is not satisfied with the decision at Step One, the grievant may appeal to the City Manager within ten (10) working days of receipt of the Step One decision.
- The City Manager shall communicate a decision within ten (10) working days after receiving the appeal.
- F. **Step Three:** If the grievant is not satisfied with the disposition of the grievance at Step Two, the grievant may request that the Union submit the grievance to binding arbitration.
1. The Union shall have the exclusive authority to determine whether a grievance shall be taken to arbitration. If the Union elects to proceed, it must so request in writing to the Municipal Employee Relations Officer (MERO) within fifteen (15) working days after the Step Two decision was or should have been rendered.
 2. In the event the parties are unable mutually to agree upon an arbitrator, they shall request a panel of seven (7) names be submitted to both parties by the

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California State Conciliation Service. Upon receipt of the list of names, the parties shall alternately delete names from the list until only one remains, and said last named shall be selected as the arbitrator.

3. The arbitrator's decision shall be final and binding upon the parties hereto, and shall be in writing and shall set forth his findings of fact, his reasoning, conclusions and remedy. The arbitrator's authority shall be limited to deciding the issues submitted by the parties; the arbitrator shall have no jurisdiction or authority to add to, delete from, or modify the specific written provisions of a Memorandum of Understanding, the City's salary and fringe benefit resolution or the City's written personnel policies.
4. All costs for the service of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses, a transcript and the cost of any hearing room will be borne equally by the Union and the City. All other costs will be borne by the party incurring them.
5. The processing of a grievance beyond Step Three shall constitute a clear and express election on the part of the grievant that the Grievance/Arbitration Procedure is the exclusive remedy for resolving the issues contained in the grievance and shall constitute a clear and express waiver of rights to utilize any other legal or administrative forum. While the decision of the arbitrator herein is final and binding, nothing in this agreement shall preclude the parties from seeking to confirm, vacate or correct the arbitrator's award pursuant to the California Code of Civil Procedure.

G. **Miscellaneous:** A unit member may be represented at all stages of the grievance procedure by himself or, at his/her option by a representative provided by the Union short of arbitration. In this procedure any reference to grievant means grievant and/or his/her representative.

ARTICLE 12 NO-STRIKE/NO LOCKOUT

A. — Both the City and the Union recognize the continuing obligation to provide refuse service to the City of Riverside. Accordingly, during the term of this agreement, the Union, its officers, agents, representatives and/or members agree they will not cause, condone or participate in any strike, walk out, work stoppage, job action, slowdown or sick-out, including compliance with a request of any other labor organization to engage in any or all of the preceding activities; provided, however, that it shall not be a violation of this agreement for individual employees to refuse to cross a lawful primary picket line established by a labor organization in connection with its dispute against an employer other than the City of Riverside.

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

**ARTICLE 13
MANAGEMENT/UNION COMMITTEE**

- A. The City and the Union will maintain a Management/Union committee comprised of eight (8) members. The City's team shall consist of up to four (4) members of their choosing. The Union shall provide up to four (4) members to sit on the committee, at

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least three of which must be employees of the City. This committee shall meet as needed 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 meetings will be scheduled to have either no or as little impact on service as possible. The committee shall have the authority to agree upon appropriate resolution of problems brought to its attention and affecting day-to-day concerns at both the City and the Union. In so doing, the committee shall be authorized to schedule meetings more frequently than the quarterly ones required herein in order to expeditiously respond to concerns properly before the committee

- B. Neither management nor the union shall unreasonably deny a request by the other for a management/union committee meeting. Topics and an agenda shall be submitted in advance of the meeting by the party requesting the committee meeting. Meetings shall be scheduled as close as practicable to the date a committee meeting is requested.

ARTICLE 14 NON-DISCRIMINATION

~~A.~~ Neither the City nor the Union will discriminate against employees on the basis of race, color, religion, sex, national origin, sexual orientation, age, disability, ancestry, marital status, or medical condition.

ARTICLE 15 VACATION

~~A.~~ Full-time permanent employees are eligible to accrue vacation pursuant to the following schedule:

<u>Continuous Years of Service</u>	<u>Vacation Weeks Earned</u>
0-5	2
6-10	3
11+	4

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:

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.
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. 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

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per month; provided, however, the rate for the last month of each quarter shall be 13.4 hours.

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.
5. Vacation shall be scheduled and approved by the department head. 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. 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.
6. During the period of June 15 through September 15 only, employees will be allowed to take two weeks maximum vacation time to allow more employees to be able to take vacations during those months.
7. Vacation incentive. In January each year, every unit member with more than fifteen (15) years of service who used less than forty eight (48) hours of sick leave in the preceding calendar year, may, at his or her discretion, have forty (40) hours transferred from his/her sick leave account to the employee's vacation balance.

ARTICLE 16 HOLIDAYS

A. Authorized holidays are as follows:

January 1	New Year's Day
Third Monday in January	Martin Luther King Day
February 12	Lincoln's Birthday
Third Monday in February	President's Day
Cesar Chavez Day	Last Monday in March Cesar
Chavez Day	
(effective beginning	
2019)	
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11th	Veteran's Day

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Fourth Thursday in November
December 25

Thanksgiving Day
Christmas Day

Solid Waste Operators and Senior Solid Waste Operators, in the Refuse Unit who are assigned to work a 4/10 schedule shall receive ten (10) hours of holiday pay for the holidays specified herein and shall be subject to the following holiday week schedule:

NOTE: Does not apply to Sr. Solid Waste Operator assigned to roll-off.

- (1) If the holiday falls on a Monday, employees shall work Tuesday, Wednesday, Thursday and Friday;
- (2) If the holiday falls on a Tuesday, employees shall work Monday, Wednesday, Thursday and Friday;
- (3) If the holiday falls on a Thursday, employees shall work Monday, Tuesday, Friday and Saturday subject to the conditions below;
- (4) If the holiday falls on a Friday, employees shall work Monday, Tuesday, Thursday and Saturday subject to the conditions below; and
- (5) If the holiday falls on a Saturday, employees shall work their regular schedule and receive holiday pay for Friday and Friday's work shall be paid at one and one-half times ($1\frac{1}{2}$) the employee's regular rate.
- (6) If the holiday falls on a Sunday, the holiday shall be observed on Monday and employees shall work Tuesday, Wednesday, Thursday, and Friday.

Wednesday work shall be paid at one and one-half ($1\frac{1}{2}$) times the employee's regular hourly rate. Saturday work under subparagraphs three (3) and four (4) above shall be paid at twice the employee's regular hourly rate. Management shall first seek volunteers for such work; if there are insufficient volunteers the City shall assign employees on the basis of inverse seniority within the applicable classification.

Solid Waste Operators assigned to a 5/8 schedule, shall receive eight (8) hours of holiday pay for the holidays specified herein.

- B. Additional days not authorized above appointed by the City Council for a public fast, thanksgiving or holiday.
- C. 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.
- D. Unit members regularly employed between 20-29 hours per week are eligible for holiday pay at one-half ($\frac{1}{2}$) the regular rate. Unit members regularly employed between 30-39 hours per week are eligible for holiday pay at three-fourths ($\frac{3}{4}$) 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

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holiday or day observed in lieu of the holiday shall receive compensation for said holiday or day observed in lieu of the holiday.

**ARTICLE 17
JURY DUTY**

- A. Bargaining unit employees summoned to jury duty will receive their regular salary but must relinquish to the City the daily fee they receive as a juror. The mileage reimbursement, however, may be kept. On any day during a jury service period when the employee is not selected for a jury panel, not seated on a jury and/or released early (by 2:00 P.M.) by the Jury Commission, the employee is required to report to work. Employees are not required to report to work before jury duty.
- B. If appearing in court as a witness in a legal action (not in connection with work), the employee will not be paid for such hours spent away from work, but will be able to deduct the time from accumulated vacation or overtime, if available.

**ARTICLE 18
SICK LEAVE**

- A. 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 workday 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.
- B. 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 certified by the state; the statement shall certify that the employee's physical condition prevented the employee from performing the duties of said employee's position during the period of absence. All sick leave shall be approved by the department head.
- C. 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.
- D. Persons regularly employed between 20-29 hours per week accrue sick leave benefit at one-half ($\frac{1}{2}$) the regular rate.
- E. Persons regularly employed between 30-39 hours per week accrue sick leave benefits at three-fourths ($\frac{3}{4}$) the regular rate.

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- F. 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, or the registered domestic partner of the employee living within the same household. 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.
- G. Upon death, retirement, or disability retirement, employees with five-fourteen (5–14) years of service shall receive 25% of compensation for unused sick leave. Employees with fifteen (15) or more years of service shall receive 50% compensation for unused sick leave.
- H. Sick leave payoff will be based on the average of the highest three (3) years' regular earnings, upon retirement, disability retirement or death, consistent with the above sick leave payoff provisions.

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I. Sick Leave Use

1. In order to clarify the established disciplinary policy which provides that abuse of leave and excessive absenteeism are grounds for discipline, the following "no-fault" absenteeism policy applies.
2. Absenteeism shall be measured against accumulated sick leave based upon years of service.
3. Leave of absence for personal illness or injury, sick leave use for illness of spouse, child, parent or registered domestic partner and personal illness which qualifies for State Disability Insurance shall not count against the employee's accumulation for purposes of discipline.
4. A doctor's certificate may be required in the case of sick leave family illnesses in excess of two (2) days.

ARTICLE 19 INDUSTRIAL ACCIDENT LEAVE

- A. 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 amount of temporary disability compensation available under the Workers' Compensation laws of the state, will result in a payment to such employee equal to eighty percent (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.
- B. The average disability payments for a single injury occurring on or after January 1, 2008, causing temporary disability, shall not extend for more than 104 compensable weeks within a period of five years from the date of injury. This applies to accepted claims only. Pursuant to Labor Code § 4656(c) there is an exception for certain injuries and illnesses occurring on or after April 19, 2004 that extends payments of up to 240 compensable weeks within a period of five years from the date of injury. When the absence is 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 hereinabove provided, for the original injury or illness, and all subsequent recurrences or treatments; provided, however, that this section shall not apply to any claim denied by the Workers' Compensation Appeals Board.
- C. ~~The benefits of this section apply only to employees who have successfully completed their probationary period and are classified as permanent.~~

**ARTICLE 20
BEREAVEMENT LEAVE**

- A. Permanent full-time employees, regardless of period of service, may, in the event of death of any relative or domestic partner 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 one workweek 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 in order to attend the funeral.
- B. Persons regularly employed between 20-29 hours per week may be granted one-half ($\frac{1}{2}$) such leave, and persons regularly employed between 30-39 hours per week may be granted three-fourths ($\frac{3}{4}$) of the applicable leave.
- C. Two bargaining unit representatives will be selected to attend the funeral of a co-worker in the Refuse Department on behalf of co-workers, with pay, if funeral happens during working hours, provided the funeral is held within a thirty (30) mile radius of city limits.
- D. Up to four (4) days bereavement are allowed for death of:
- | | |
|-------------|-----------------------------|
| Spouse | Mother-in-law |
| Child | Father-in-law |
| Step-Child | Brother |
| Mother | Step-Brother |
| Father | Grandchild |
| Stepparent | Step-Grandchild |
| Sister | Grandparent |
| Step-Sister | Registered domestic partner |
- E. One (1) day is allowed to attend the funeral of:
- Sister-in-law
Brother-in-law
Grandmother or Grandfather of employee's spouse

**ARTICLE 21
MILITARY LEAVE**

- ~~A.~~ Military leave of absence and reemployment return rights arising therefrom will be governed by applicable state and federal law.

**ARTICLE 22
UNPAID LEAVE OF ABSENCE**

- A. An employee may be allowed a leave of absence without pay by his department head, not to exceed thirty (30) calendar days.

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- B. 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.
- C. 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 towards 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.

ARTICLE 23 SHOP STEWARD RIGHTS

- A. The Union may designate no more than two (2) employees within the department as the Stewards for the purpose of assisting other Union members in the resolution of grievances arising under the Memorandum of Understanding.
- B. During negotiations for a successor to this Memorandum of Understanding, the Union may designate three (3) persons to meet and confer with the City's representatives. Two such employees will be eligible for released time.
- C. Time off for grievance processing shall require twenty-four (24) hours' notice to the supervisor if it is necessary to provide a substitute. Time off shall be limited solely to one (1) designee representing a grievant, and the grievant, in a conference with a management person. Under no circumstances shall this time off include use of time for matters such as investigating grievances, gathering information, interviewing witnesses, or preparing a presentation.

ARTICLE 24 BULLETIN BOARDS

- A. The MERO, in cooperation with the Public Works Department, shall designate a bulletin board within the department for use by the Union for the following purposes:
 - 1. Notices of union meetings.
 - 2. Notices of union elections and their results.
 - 3. Notices of union recreational and social events.
 - 4. Notices of official union business.
 - 5. Other communications directly related to lawful union business.
- B. All of the above are subject to following conditions:
 - 1. All materials must receive the approval of the MERO prior to posting on the bulletin board.
 - 2. All material must be dated and must identify the union which published them.

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3. All the material must be presented and/or signed or approved by authorized union representatives.
 4. Actual posting of materials may be done by authorized union representatives as soon as possible after approval. Absent special arrangements, materials posted will be removed thirty-one (31) days after the publication date. Materials which the MERO considers objectionable will not be posted; provided, however, the MERO shall first discuss this denial with the union.
- C. If the union fails to abide by the rules and conditions, the privilege of having materials posted on department bulletin boards may be suspended or forfeited.

ARTICLE 25 DRUG TESTING

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

ARTICLE 26 TEAM LEADERS

~~A.~~ The City has the option of designating Team Leaders to manage the collection and disposal of each commodity type (refuse, green waste, recyclable materials, and special projects). Team leaders must be proficient with all solid waste equipment and operations. Team Leaders will coordinate effective completion of routes within designated commodity on a daily basis and assume a leadership role for the implementation of operational efficiencies including routing and route adjustments. Management shall retain the exclusive right to designate Team Leaders to effectively manage the successful operation of the Refuse Division.

ARTICLE 27 ORGANIZATIONAL SECURITY

- A. 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 not to exceed the Union's

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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.

- B. Dues and agency fees 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.
- C. 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 or fees 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.

- D. 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.
- E. 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.
- F. 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.
- G. 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.

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- H. 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).
- I. 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.

- J. Any employees in this unit who have authorized Union dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deduction made by the City during the term of this MOU; provided, however, that any employee in the Unit may terminate such Union dues during the thirty day period commencing ninety days before the expiration of the MOU by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide to the City with the appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period.

The Union agrees to indemnify, defend, and hold the City of Riverside harmless from any liabilities of any nature which may arise as a result of the application of the provisions of Article 28, Section J.

**ARTICLE 28
ENTIRE AGREEMENT AND RIGHTS**

~~A.~~—It is understood that existing ordinances, resolutions and written policies of the City cover matters pertaining to employer-employee relations including, but not limited to, salaries, wages, benefits, hours and other terms and conditions of employment. Therefore, it is agreed that all such ordinances, resolutions and policies, including the employer-employee relations resolution, are hereby incorporated herein by this reference and made a part hereof as though fully set forth and, except as provided herein, shall remain in full force and effect during the term hereof. The parties hereto agree that nothing in this 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 Article I, Sections 4 and 5, and Article III, Section 1B of Resolution No.15079 or its successor, if any.

**ARTICLE 29
WAIVER**

~~A.~~—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 whether or not 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 30
SAVINGS**

~~A.~~—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 part or provisions shall be suspended and superseded by 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.

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**ARTICLE 31
TERM OF AGREEMENT**

~~A.~~ Upon acceptance 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 July 1, 201~~63~~ through midnight June 30, 20~~16~~~~46~~. 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 REPRESENTATIVES
CITY OF RIVERSIDE

SERVICE EMPLOYEES INTERNATIONAL
UNION, RIVERSIDE CHAPTER
LOCAL NO. 721

Dated: December 1, 2014

Dated: _____

APPROVED AS TO FORM
