

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

January 1, 20236 - December 31, 20256

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

PREAMBLE

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

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

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

The parties hereto shall jointly recommend to the City Council of the City of Riverside that one or more resolutions be adopted setting forth the following salaries, fringe benefits and other terms of employment for the employees in the Fire Unit represented by the Association for the period beginning January 1, 20236, and ending at the close of regular business hours December 31, 20256.

**SECTION 1
SALARIES**

- A. All represented RCFA City employees as of the date payment is made will receive a one-time non-PERSable stipend of \$10,0002,500 to be paid with the first pay period in which after City Council approvesesal.
- B. Effective the first pay period of January 2, 2026 following July 1, 2023, all members of the bargaining unit will receive a fivefour percent (54%) increase to their base salary.
- C. Effective the first pay period following July 1, 2024, all members of the bargaining unit will receive a three percent (3%) increase to their base salary.

~~D. Effective the first pay period following July 1, 2025, all members of the bargaining unit will receive a three percent (3%) increase to their base salary.~~

SECTION 2 LENGTH OF SERVICE REQUIREMENT FOR STEP PROGRESSION

The City shall provide a merit step increase upon each 12 months of service for satisfactory job performance until the employee reaches the top step of the range.

SECTION 3 PROBATIONARY PERIOD

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

SECTION 4 RECLASSIFICATION POLICY

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

SECTION 5 TEMPORARY UPGRADE PAY (TUP) POLICY

Effective January 1, 2015, to comply with CalPERS special compensation language requirements, employees temporarily upgraded to perform duties and responsibilities of a higher classification for a limited duration shall be eligible for a 5% temporary upgrade pay (TUP). The additional 5% will be calculated on the employee's base pay for any hours worked in that temporary assignment. The time worked in the upgraded position must be coded via the employee's timecard and approved by the direct Supervisor.

- I. Temporary Upgrade Pay (TUP) is applicable to the following positions:
 - a. Firefighter upgraded to Fire Engineer
 - b. Fire Engineer upgraded to Fire Captain
 - c. Fire Captain upgraded to Fire Battalion Chief

- II. Temporary Upgrade Eligibility

All employees temporarily assuming all duties of a higher classification for a limited duration are eligible for TUP. This includes, but is not limited to:

- a. A portion of a shift – refer to CalPERS reporting exclusion below

- b. An entire shift or series of shifts
- c. An entire pay period

III. Implementation

- a. The Fire Chief, or their designee, will approve and assign all temporary upgrades.
- b. Employees temporarily upgraded to a higher classification shall receive an additional 5% of their base pay for any hours worked in the upgraded assignment.
- c. All hours worked in the temporary upgraded assignment shall be coded via the employee's timecard to ensure accurate documentation of the TUP. This is essential for compliance with CCR §571(a)(5) and reporting to CalPERS.
- d. The employee must not perform any of their regular duties while temporarily upgraded to a higher classification. The employee must only perform the full duties associated with the upgraded classification during the temporary assignment.
- e. To maintain compliance with CCR §571, TUP must be properly documented on the employee's timecard and reported accurately in the pay period it is earned.

TUP and CalPERS Reporting Requirements

1. Classic Members

Employees who are determined to be a Classic member per the CalPERS retirement system, are eligible for reportable Temporary Upgrade Pay (TUP) as special compensation only if the temporary upgrade was performed for the entire shift, series of shifts or pay period.

2. PEPRA (Public Employees' Pension Reform Act) Employees:

Employees hired after January 1, 2013, who are enrolled in the CalPERS retirement system under the provisions of PEPRA. These employees are eligible for Temporary Upgrade Pay (TUP), but it is not reportable pay calculated for retirement benefits.

SECTION 6 – SPECIAL COMPENSATION

PARAMEDIC CERTIFICATION PAY/EMT CERTIFICATION/EDUCATIONAL

**INCENTIVE PAY/HAZARD PAY/FIRE INVESTIGATOR PAY/LEAD-SUPERVISORY
PREMIUM PAY/BILINGUAL PREMIUM PAY**

A. Paramedic Certificate Pay/EMT Certificate Pay

Effective January 1, 2015, to comply with CalPERS special compensation language requirements, employees who possess a Paramedic certificate or EMT certificate as issued by the State are eligible to receive the following premium pay as follows to be paid on a bi-weekly basis:

1. Paramedic Certificate Pay (paid only to employees in classification of Firefighter) 15% calculated as a percentage of the base salary paid to an employee in the classification of Firefighter at top step.
2. Employees certified for Emergency Medical Services (EMS) as an Emergency Medical Technician (EMT) by the Riverside County Health Department who do not receive the 15% Paramedic certificate pay shall receive a 2% EMT Certificate pay calculated as a percentage of base pay.
3. Employees in the classification of Fire Engineer and Fire Captain who maintain Paramedic certification shall receive Paramedic certificate pay equal to 5% of their basic pay. If a Fire Engineer or Fire Captain is required to perform paramedic duties as their primary responsibility, they will receive an additional 5% pay for the duration of that assignment. These employees will continue to be eligible to receive the 2% EMT certificate pay.

B. Engine Certification – Educational Incentive Pay

Effective January 1, 2015, employees in the Firefighter classification who complete the Engine Certification issued by the Riverside Fire Department are eligible for an educational incentive pay of 3% paid on a bi-weekly basis and calculated as a percentage of the base salary paid to an employee in the classification of Firefighter at top step. This certification is necessary to enhance the employee's ability to perform their job and is not a requirement of their current position. In order to be eligible, employees must submit a copy of their certificate to be reviewed and approved by their Supervisor.

C. Hazard Premium Pay

Effective January 1, 2015, to comply with CalPERS language requirements, employees who routinely and consistently are exposed to hazardous substances or perform hazardous activities are eligible to receive the following premium pay based on the assignments below; the premium pay shall be calculated as a percentage of the base salary paid to an employee in the classification of Firefighter at top step as follows to be paid on a bi-weekly basis:

HazMat – Hazard Premium Pay 4% - Performs duties that are consistently and routinely exposed to handle hazardous materials including toxic, radioactive, explosive, or other substances posing a health and safety risk.

Tech Rescue– Hazard Premium Pay 4% - Performs duties that are consistently and routinely for rescuing of individuals in hazardous environments, including confined spaces, high-angle, low-angle, collapsed trenches, and structural collapse scenarios.

D. Special Equipment Operator Premium Pay

Effective January 1, 2015, to comply with CalPERS special compensation requirements, employees who routinely and consistently required to operate the Fire Rescue Squad specialized equipment and have completed the necessary training are eligible to receive a 3% special equipment operator premium pay. The Fire Rescue Squad is a specialized Fire apparatus with special extrication equipment utilized for medical emergencies, structure fires, technical rescue, other complex rescue incidents. The premium pay shall be paid on a bi-weekly basis and calculated as a percentage of the base salary paid to an employee in the classification of Firefighter at top step.

E. Fire Investigator Premium Pay

Effective January 1, 2015, to comply with CalPERS special compensation language requirements, employees who are assigned to fire investigation personnel who routinely and consistently are assigned to investigate causes of destructive burning are eligible to receive a 4% premium pay for Fire Investigator. The premium pay shall be paid on a bi-weekly basis and calculated as a percentage of the base salary paid to an employee in the classification of Firefighter at top step.

F. Education Incentive Pay

Effective January 1, 2015, to comply with CalPERS special compensation language requirements, the City will provide the following Educational Incentive Pay. Educational incentive pay will be provided to all qualifying employees who attain the educational certificates or degrees below to enhance their ability to perform their job duties. In order to be eligible, employees must provide a copy of their certificate or diploma to be reviewed and approved by their Supervisor to make sure that the certificate and/or degree enhances their ability to do their job. Premium pay in this section is paid on a bi-weekly basis calculated as a percentage of base salary. An employee may receive a cumulative total of up to **17.520%** for items 1, 2 and 3 below.

1. An educational incentive pay with the maximum of aggregate pay available to any employee being 7.5% of the employee's base salary from the completion of the following:

a. An education incentive pay equal to 2.5% of base salary to be paid on a bi-weekly basis to each employee who has earned a Fire Science equivalent Associate's Degree from an accredited community college. Additional education incentive pay is not applicable for having an Associate's degree if the employee is receiving educational incentive pay for earning a Bachelor's degree, Master's degree or Executive Fire Officer certification.

4. b. An educational incentive pay equal to 5% of base salary to each employee who has earned a Bachelor's Degree from an accredited university or college in a job related area that enhances the employee's ability to perform fire service duties , provided that all individuals who possess a Bachelor's Degree at the time the certification program takes effect shall be entitled to the incentive pay,

2.c. An education incentive pay equal to 2.5% of base salary to be paid on a bi-weekly basis to each employee who has earned an Executive Fire Officer Certification or a Master's Degree from an accredited university or college in a job related area that enhances the employee's ability to perform fire services duties provided that all individuals who possess a Master's Degree or Executive Fire Officer Certification at the time the certification program takes effect shall be entitled to the incentive pay.

3. 2. An education incentive pay equal to 2.5% of base salary, with the maximum aggregate premium pay available to any employee being 1012.5% of the employee's base salary for the completion of the following:

a. ~~Educational Incentives – For completion of course requirements for educational Certificates issued by the State of California or Associate's Degree:~~

1a. Fire Officer

2b. Chief Officer

3c. Instructor II

4d. ~~Center for Public Safety Excellence Accreditation – Fire Officer Cert~~

4e. Investigator II (Available to employees hired on or before 5/27/2022)

5f. Fire Marshal (Available to employees hired on or before 11/14/2022)

6. ~~Center for Public Safety Excellence Accreditation~~

7. ~~A Fire Science equivalent Associate's Degree from an accredited community college. Additional education incentive pay is not applicable for having an Associate's degree if the employee is receiving educational incentive pay for earning a Bachelor's degree, Master's~~

~~degree or Executive Fire Officer certification.~~

G3.- Lead/Supervisory Special Assignment Premium Pay

Effective January 1, 2015, to comply with CalPERS special compensation language requirements, Lead/Supervisor Premium pay will be paid to eligible employees who are routinely and consistently assigned to lead or supervise other employees or program participants in the Special Operations lead assignments below. Premium pay in this section is paid on a bi-weekly basis calculated as a percentage of base salary. Employees assigned to any of the following Special Operational lead assignments will receive a 2.5% lead/supervisor premium pay (not to exceed 2.5%) for routinely and consistently leading/supervising other employees. The premium pay shall be paid on a bi-weekly basis and calculated as a percentage of the base salary.

1. Fully qualified by the California Incident Command Certification System/National Wildfire Coordinating Group for the following leadership positions with a completed taskbook:
 - a. Qualified Strike Team Leader
 - b. Qualified Division Group Supervisor
2. USAR Lead - Rostered and deployable California Task Force 6
3. CPSE Accreditation Manager
4. Insurance Service Office (ISO) Manager

HG. Bilingual Premium Pay – Effective January 1, 2015, employees in positions who are routinely and consistently required to communicate in languages other than English shall receive a bilingual stipend of an additional two percent (2%) of base salary paid on a bi-weekly basis. Employees must pass an assessment administered by the Human Resources Department.

SECTION 7
MEALS

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

SECTION 8
VACATION SELECTION

No paid vacation leave shall be allowed until and unless such leave has been already earned and no vacation can be used until the completion of six (6) months of continuous employment.

A. Unit members shall be entitled to utilize earned vacation benefits on the date or dates selected by the unit member subject to the following conditions:

B. The unit member must:

1. Give at least twelve (12) hours advance notice.
2. Secure approval from the supervising Battalion Chief;
3. Utilize the time off in one or more four (4) hour blocks;
4. Procure a replacement in the same classification to fill in during his/her absence; and
5. Maintain all required certifications and satisfy all departmental mandated training requirements.
 - a. When a training session is designated as mandatory, the department will hold three (3) training sessions per shift; one at the beginning of the month, one at the end of the month, and one in the month following the training.
 - b. Employees are required to attend one of the three (3) training sessions offered while on duty. If an employee cannot attend one of the three (3) sessions offered on their assigned shift, said employee shall attend a training session offered on another shift on their own time.
 - c. Mandatory Training sessions are: EMT-Refresher training, HazMat training, Confined Space training, Wildland and Respiratory training.

C. The exercise of privileges under this section shall not apply to emergency situations or similar conditions where the needs of the Fire Department require employee availability; the exercise of privileges under this section is subject to existing vacation accrual limitations.

D. An employee may not volunteer to work overtime on his/her own shift while utilizing vacation benefits. An employee may work to cover an absence caused by his/her vacation upon the condition that the employee be compensated therefore at his/her regular hourly rate of pay. When such occurs, vacation time shall not be counted as "hours worked" for purposes of the Fair Labor Standards Act during the affected pay period(s).

E. Department management and Association representatives will periodically review the operations of this section to avoid abuses.

F. In January of each calendar year, unused vacation accrual in excess of the previous year's maximum accrual will be rolled into the employee's individual account with the medical trust.

SECTION 9

HOLIDAYS

A. Holiday Pay Election

All items outlined in this section are effective January 1, 2001 to be in compliance with CalPERS special compensation reporting requirements.

1. Election Requirement:

All employees hired on or after September 21, 2001, must make an irrevocable election upon hire to determine how they will receive their holiday compensation. Employees must choose one of the following options:

- Option 1: Work on holidays and accrue holiday hours that may be used as time off at a later date, subject to approval and scheduling requirements.
- Option 2: Work on holidays and receive holiday compensation as a lump sum payment, with no ability to use accrued holiday hours as time off.

2. PEPRA Members:

- Employees who elect Option 1 will not have their holiday pay reported as pensionable compensation under Government Code Section 7522.34. This is because the ability to use accrued holiday hours as compensatory time off (CTO) disqualifies the pay from being pensionable under PEPRA regulations.
- Employees who elect Option 2 will have their holiday pay reported as pensionable compensation, as there is no ability to use accrued hours as time off.

3. Classic Members (Tier 1 and Tier 2):

- Employees who elect Option 1 will have any unused holiday hours paid out in November and reported as special compensation. For reporting purposes, unused hours will be allocated evenly across the listed approved holidays.
- Employees who elect Option 2 will have their holiday pay reported as special compensation, as there is no ability to use accrued hours as time off.

4. Carryover Prohibition:

No holiday hours may be carried over to the following calendar year.

B. Holiday Pay Calculation and Reporting

All items outlined in this section are effective January 1, 2001 to be in compliance with CalPERS special compensation reporting requirements.

1. Annual Lump Sum Payment:

Employees who elect Option 2 will receive their holiday pay in one lump sum payment at the end of the last pay period in November.

2. Holiday Pay Hours:

- Employees regularly required to work on holidays will receive holiday pay based on the value of 156 hours annually for suppression employees.
- Non-shift personnel who are given a floating holiday in lieu of certain holidays will have their holiday pay adjusted to reflect 130 hours annually.

3. Rate of Pay:

Holiday pay will be calculated based on the employee's regular rate of pay, which includes the following components:

- Base pay

- Hourly equivalent of:
 - Paramedic certificate pay
 - EMT certificate pay
 - Special equipment operator pay
 - Fire investigator pay
 - Education pay
 - Bilingual pay
 - Temporary upgrade pay
 - Lead/supervisor pay
 - Hazard pay
 - Certificate pay

4. Reporting Requirements:

- Holiday pay will be reported as special or pensionable compensation in the pay period in which the holiday occurs.
- For Classic member employees who elect Option 1, any unused holiday hours paid out in November will be reported as earned across the 13 approved holidays.

C. The unit member who has elected to receive holiday compensation in the form of time off with pay must:

1. Give at least twelve (12) hours advance notice;
2. Secure approval from the supervising Battalion Chief;
3. Utilize the time off in one or more twelve (12) hour blocks;
4. Procure a replacement in the same classification to fill in during his/her absence; and
5. Maintain all required certifications and satisfy all department mandated training requirements.
 - a. When a training session is designated as mandatory, the department will hold three (3) training sessions per shift; one at the beginning of the month, one at the end of the month, and one in the month following the initial training.
 - b. Employees are required to attend one of the three (3) training sessions offered while on duty. If an employee cannot attend one of the three (3) sessions offered on their assigned shift, said employee shall attend a training session offered on another shift on their own time.
 - c. Mandatory Training sessions are: EMT-Refresher training, HazMat training, Confined Space training, Wildland and Respiratory training.

D. Authorized holidays are as follows:

January 1st - New Year's Day

Third Monday in January - Martin Luther King Day

Third Monday in February - President's Day

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

Last Monday in May - Memorial Day
June 19th - Juneteenth
July 4th - Independence Day
First Monday in September - Labor Day
Second Monday in October - Columbus Day
November 11th - Veteran's Day
Fourth Thursday in November - Thanksgiving Day
The day following Thanksgiving Day
December 25th - Christmas Day

SECTION 10 TIME EXCHANGE

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

The unit member must:

1. Give at least twelve (12) hours advance notice;
2. Secure approval from the supervising Battalion Chief;
3. Procure a replacement in the same classification to fill in during his/her absence;
4. Maintain all required certifications and satisfy all department mandated training requirements.
 - a. When a training session is designated as mandatory, the department will hold three (3) training sessions per shift; one at the beginning of the month, one at the end of the month, and one in the month following the initial training.
 - b. Employees are required to attend one of the three (3) training sessions offered while on duty. If an employee cannot attend one of the three (3) sessions offered on their assigned shift, said employee shall attend a training session offered on another shift on their own time.
 - c. Mandatory Training sessions are: EMT-Refresher training, HazMat training, Confined Space training, and Respiratory training.

SECTION 11 HEALTH AND DENTAL INSURANCE

The City will pay the monthly premiums on behalf of each employee and eligible dependent under the medical insurance programs available through the City. The City's 2023 contributions to the available medical programs are listed in Attachment D. Contribution amounts are subject to change annually based on actual medical plan premium changes.

A. Any increases in health insurance premiums each plan year will be divided equally between the City and employees.

~~Effective the first paycheck in December 2023, the monthly City contribution for employee + one dependent will increase by eighty dollars (\$80). The monthly City contribution for employee + two or more dependents will increase by one hundred forty dollars (\$140).~~

~~Effective the first paycheck in December 2024, the monthly City contribution for employee + one dependent will increase by forty dollars (\$40). The monthly City contribution for employee + two or more dependents will increase by seventy dollars (\$70).~~

B. The City shall contribute \$35.00 per month toward the payment of premiums on behalf of each employee participation, in the City's dental plan.

C. The City and Association will work collaboratively, through the Citywide Health Benefits Committee comprised of representatives of all labor unions, to study and provide recommendations on health care coverage for retired City employees, who are currently covered under the City's health care plans.

SECTION 12 HEALTH INSURANCE WAIVER STIPEND

A. Employees who do not elect to participate in the City's health insurance program and receive the contributions described above in Section 11A and can show proof of insurance shall receive a stipend of no less than \$2,000 the last pay period in November.

B. Employees must be employed through the end of the last payroll period in November to qualify for this benefit. C. Current employees on payroll through November who did not work the entire 12-month period shall earn the stipend on a pro-rata basis.

D. This can be paid into deferred compensation through payroll, not to exceed annual IRS deferred compensation limits.

SECTION 13 LIFE INSURANCE

The City shall provide term life insurance in the amount of \$100,000 for each unit member effective as soon as administratively possible after the adoption of the MOU.

SECTION 14

RETIREMENT SYSTEM/CONTRIBUTION

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

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

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

The City shall continue to pay the Employer Paid Member Contribution (EPMC). Those employer paid member contributions shall be credited to the employee's account with PERS. In addition, those employer paid member contributions shall be reported to PERS as pensionable income in accordance with California Government Code Section 20636(c)(4). In no event shall the EPMC exceed nine (9%) of pensionable income of the affected member contribution for public safety members of CalPERS.

Effective the first pay period following July 1, 2023, or as soon as administratively possible thereafter, represented employees in Retirement Tier 1 shall pay an additional portion of the required employer contribution equal to two percent (2%) of pensionable income pursuant to the cost sharing provisions set forth in California Government code section 20516 so that the total amount of the employer contribution paid by the employee shall equal ten percent (10%) of pensionable income.

Effective the first pay period following July 1, 2024, represented employees in Retirement Tier 1 shall pay an additional portion of the required employer contribution equal to one percent (1%) of pensionable income pursuant to the cost sharing provisions set forth in California Government code section 20516 so that the total amount of the employer contribution paid by the employee shall equal eleven percent (11%) of pensionable income.

Effective the first pay period following July 1, 2025, represented employees in Retirement Tier 1 shall pay an additional portion of the required employer contribution equal to one percent (1%) of pensionable income pursuant to the cost sharing provisions set forth in California Government code section 20516 so that the total amount of the employer contribution paid by the employee shall equal twelve percent (12%) of pensionable income.

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

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

Effective the first pay period following July 1, 2023, or as soon as administratively possible thereafter, represented employees in Retirement Tier 2 shall pay one percent (1%) of pensionable income towards the required employer contribution pursuant to the cost sharing provisions set forth in California Government code section 20516.

Effective the first pay period, following July 1, 2024, represented employees in Retirement Tier 2 shall pay an additional portion of the required employer contribution equal to one percent (1%) of pensionable income pursuant to the cost sharing provisions set forth in California Government code section 20516 so that the total amount of the employer contribution paid by the employee shall equal two percent (2%) of pensionable income.

Effective the first pay period, following July 1, 2025, represented employees in Retirement Tier 2 shall pay an additional portion of the required employer contribution equal to one percent (1%) of pensionable income pursuant to the cost sharing provisions set forth in California Government code section 20516 so that the total amount of the employer contribution paid by the employee shall equal three percent (3%) of pensionable income.

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

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

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

New Member Definition:

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

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

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

- E. The City shall provide the one half widow's continuance option to all employees in the Fire Unit.
- F. The RCFA does not waive the claim that employees hired between January 1, 2013, and June 30, 2014, were unlawfully placed as new members under PEPRA.

SECTION 15 **RETIREE MEDICAL TRUST FUND**

- A. Except as provided in subparagraph B below, the City shall make a defined contribution each month toward the retiree medical trust fund established by the Association in an amount equal to the one hundred dollars (\$100) for every employee in this unit of representation who is in a paid status.
- B. The trust shall be administered by a "third party administrator" selected by the Southern California Firefighters Benefit Trust International Association of Firefighters Medical Expense Reimbursement Plan Board of Trustees.
- C. The Trust shall provide post-retirement medical benefits in compliance with ERISA and the Internal Revenue Code according to the Medical Expense Reimbursement Plan ("Plan") of the Trust, only to individuals who have met the eligibility.
- D. The Association agrees to provide a copy of the annual audited financial statements of the Trust upon request of the City, and the Association agrees to request authorization from the Board of Trustees for the City to audit the books and records of the Trust at the City's request.

E. Upon retirement of an employee in this unit of representation, the City shall make pre-tax (to the extent permitted by the Internal Revenue Service) defined contributions to the Southern California Firefighters Benefit Trust International Association of Firefighters Medical Expense Reimbursement Plan (or such other Trust as the Association may designate from time to time) in an amount equal to 75% of the value of the sick leave payout entitled the employee pursuant to Section 18C of this Memorandum of Understanding (MOU) based upon the employee's rate of pay immediately preceding retirement. The remaining 25% of the sick leave payout entitlement shall continue to be paid in cash to the employee upon retirement. These contributions shall only be used to pay retiree health insurance premiums or health services expenses, in accordance with the terms of the Trust. The employee shall not have the option to receive a cash contribution for the value of the sick leave benefits contributed to the Trust fund in lieu of making those contributions.

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

a. The City shall also remit, on behalf of the~~from each~~ employees of the Riverside City Firefighters Association, an defined~~employee~~ contribution each month in the amount equal to one hundred and fifty dollars (\$1050). The employee contribution will be withheld, pre-tax, from each member's paycheck bi-weekly. The withholding will be identified as a line-item, on each members pay stub, under Current Deductions, "FD RETMD."

b. In January of each calendar year, unused vacation accrual in excess of the previous year's maximum accrual will be rolled into the employee's individual account with the medical trust.

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

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

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

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

SECTION 16 LONG-TERM DISABILITY

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

SECTION 17 DEFERRED COMPENSATION

The City shall make available to affected employees its deferred compensation program. Effective with the second pay check in January 2026, the City shall contribute the maximum of \$100 per month towards a 401A plan for employees who contribute a minimum of \$25 per month to their 457 deferred compensation plan.

SECTION 18 STAFFING MINIMUMS

A. Except as specifically provided herein, the minimum staffing requirements shall provide that at all times there shall be on duty at least seventy-one (701) sworn fire suppression personnel, excluding employees in the classification of Fire Battalion Chief and above. Of those 701, minimums shall apply to certain classifications as follows:

Fire Engineer	17
Fire Captain	17
Firefighter	36
<u>Fire Investigator*</u>	<u>1</u>

*The on-duty shift Fire Investigator may be from any classification.

The Training Division will be two (2) day assigned Training Captains, one (1) EMS Captain, and the Chief Arson Investigator will be a day assigned Fire Captain, one (1) USAR Captain and one (1) USAI Captain.

The City reserves the right to compel the Association to meet and confer in good faith regarding potential staffing reductions; provided, however, that no reduction shall be accomplished without the mutual agreement of the parties.

- B. The Fire Chief may elect to increase the above minimum staffing levels; in the event such increase, the Fire Department will operate on the basis of such increased staffing level(s) as if it were the minimum level established by this M.O.U. In the event of such increase, the Fire Chief retains the right to reduce minimum staffing levels provided such reduction does not fall below the level specified in A above. Any such reduction must be on a long-term basis, as opposed to being implemented from day-to-day or on an ad hoc basis simply to avoid paying overtime on a daily or short-term basis.
- C. Notwithstanding the language of sections A and B, for periods of eleven (11) hours or less, the Fire Department may operate at levels below those prescribed or set above because of temporary absences.
- D. It is the City's goal to maintain two in / two out staffing at all Fire stations.

SECTION 19

SICK LEAVE

A. SICK LEAVE

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

B. FAMILY SICK LEAVE

Sick leave for family illnesses will be allowed only for the sickness or injury of the spouse, child, mother, father, registered domestic partner or child of the domestic partner of the employee. All family sick leave must be approved by management in the

department and a doctor's certificate may be required in the case of sick leave for family illnesses in excess of one and one-half shifts.

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

C. SICK LEAVE PAYOUT

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

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

SECTION 20

FMLA/ FRA

- A. The City shall apply provisions of the Family and Medical Leave Act of 1993 (FMLA) and the Moore-Brown-Roberti Family Rights Act (Gov. Code, § 12945.2) (FRA) to eligible unit members.
- B. To be eligible for this benefit, the unit member must have at least twelve (12) months service with the City and have worked at least 1,250 hours for the City in the preceding twelve (12) months.
- C. Pursuant to FMLA and FRA, eligible unit members may use accrued vacation leave to care for a child, spouse or parent suffering from a serious health condition. If the leave is because of the employee's own serious health condition, accrued sick leave shall be exhausted before utilizing accrued vacation leave.
- D. Family care and medical leave shall be counted against and run concurrently with such accrued vacation leave or sick leave as described in section C.
- E. Commencing July 1, 2023, the City and Association shall meet and confer regarding a Short-Term Disability Plan. Changes shall only be made by mutual agreement.

SECTION 21

HOURS AND OVERTIME

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

B. For all employees represented by the Association who are assigned to fire suppression duties and work shifts of 24 hours duration (fire suppression employees), overtime shall be defined as all time worked in excess of the regularly scheduled work shift or in excess of 182 hours in a 24-day work period commencing April 4, 1986. For all other employees the work period shall be seven days commencing Friday midnight and extending to the following Friday midnight. Employee shall receive overtime compensation therefore as follows:

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

- b. Holdover
 - c. Strike Teams
- 7. It is the present intent of the City and the administration of the Fire Department to maintain the current practice regarding overtime assignments, provided, however, that this agreement shall in no way be interpreted or applied to limit, abridge, restrict or modify the City's rights including, but not limited to, its pre-existing obligation to minimize overtime compensation.
- C. No sworn firefighting employee shall be permitted to work more than ninety-six (96) consecutive hours, in accordance with attachment C.
- D. Unit members assigned to "Day Shift" are eligible for a flexible work schedule subject to Fire Chief and City Manager discretion and approval, consisting of a four-ten (4/10), nine-eighty (9/80) or substantially equivalent two-week work period. The operation of this clause is specifically excluded from the grievance procedure set forth in Section 24 herein and/or the City's Employer-Employee Relations Resolution or any other administrative remedy.
- E. eEmployees that are consistently and regularly assigned responsibility by the Fire Department for canine handling and care shall receive fifteen (15) hours per month paid at the premium rate equal to time and one half (1 1/2) of the employee's rate. This stipend represents a good faith estimate by RCFA and the City as to the average amount of time K9 handlers devote to animal care. Per California Code of Regulations Section 571, canine pay is excluded from CalPERS reporting as Fire personnel is excluded from the canine premium definition.
- F. The Association agrees to meet and confer commencing 60 days after Council approval of this MOU by forming a labor-management work group (maximum of 3 Labor / 3 Management) with the Association to create a policy about backfill overtime to ensure safe work environment and an equitable distribution about backfill, considering Meetings, Mutual Aid, Automatic Aid, Urban Search and Rescue activations and the backfill from these assignments.

SECTION 22

CALLBACK

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

SECTION 23

COURT TIME

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

SECTION 24

ON-CALL

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

SECTION 25

GRIEVANCE PROCEDURE

A. PURPOSE:

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

B. DEFINITION:

A grievance is an allegation by an employee that the employee has been adversely affected by a violation, misinterpretation, or misapplication of the specific written provisions of a Memorandum of Understanding, the City's salary and fringe benefit resolutions, or the City's written personnel policies and procedures.

C. POLICY:

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

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

In this grievance procedure, any reference to grievant means grievant,

his/her representative, and/or a bargaining unit.

2. Time Limits - The time limits herein are maximum time limits; however, time limits may be extended by mutual agreement.
 - a. In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance.
 - b. In the event the City fails to meet a time limit, such failure shall allow the grievant to proceed to the next level of the grievance procedure.
3. Arbitration Costs and Selection - The cost of the hearing officer/arbitrator shall be borne equally by the City and the Association. If the parties are unable to agree upon a hearing officer or arbitrator, hearing officers and arbitrators shall be selected from a panel submitted by the California State Conciliation Service; each party shall alternately strike names until there is one remaining. If the Association is neither the grievant or the grievant's representative, the cost of the hearing officer/arbitrator shall be borne equally by the City and the grievant.

D. PROCEDURE:

Responsibility	Action
Department, Grievant	<ol style="list-style-type: none">1. <u>Informal Step</u>: As a general policy, attempts shall be made to ascertain all facts and adjust all grievances on an informal basis between the grievant and a supervisor in the chain of command up to and including the Division Head. Presentation of this grievance shall be made within ten (10) working days from the date the grievant knew or should have known of the act or occurrence giving rise to the grievance.
Grievant	<ol style="list-style-type: none">2. <u>Step One</u>: If the grievance is not adjusted to the satisfaction of the grievant within five (5) working days after presentation of the grievance, the grievant may submit the grievance in writing to the department head within the next ten

(10) working days.

Department Head

3. Meets with the grievant within five (5) working days of receipt of the written grievance and communicates a decision to the grievant within five (5) working days after the meeting.

Grievant

4. Step Two: If the grievant is not satisfied with the decision of the department head, the grievant may, within ten (10) working days after receipt of the department head's decision, submit in writing the grievance and request for a hearing to the Assistant City Manager for review.

Hearing Officer

5. Hears case and makes recommendation according to the type of grievance.

a. Non-disciplinary grievances: Heard by a hearing officer who shall make advisory recommendations to the City Manager. The City Manager's decision shall be final.

b. Disciplinary grievances for regular employees who are suspended for ten (10) days or more (three (3) shifts or more for Fire Department personnel assigned to work more than 40 hours per week), are demoted in rank, or are terminated. Appeals to a hearing officer whose decision is final. Either party may seek review of the hearing officer's decision pursuant to Code of Civil Procedure Section 1094.5.

c. Other disciplinary grievances for employees who receive

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

SECTION 26 LABOR RELATIONS LEAVE TIME

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

SECTION 27 (Reserve for future use)

SECTION 28 BEREAVEMENT LEAVE

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

SECTION 29 TRAINING

All outdoor training scheduled when in the "Danger" level of the Heat Index on the OSHA-NIOSH Heat Safety Tool shall not be held and may be rescheduled at another time.

SECTION 30 ABANDONMENT OF POSITION

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

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

SECTION 31

PARAMEDIC SERVICES PROGRAM

A. Licenses/Certifications:

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

The Department agrees to continue providing the same level of training and to meet and confer commencing 60 days after Council approval of this MOU by forming a labor-management work group (maximum of 3 Labor / 3 Management) with the Association to increase the staffing for the training division in order to provide all paramedic continuing education internally before the end of this MOU.

SECTION 32

COMPENSATION STUDY AND SALARY COMPACTION

~~The City and Association agree to implement the following salary adjustments for the Firefighter (S and D), Fire Engineer (S and D), and Fire Captain (S and D) classifications in order to align salaries to the City's labor market basket while also~~

~~addressing compaction issues between the three levels.~~

- ~~A. Effective the first pay period following July 1, 2023, all members of the Firefighter classification will receive a three and one half percent (3.5%) increase to their base salary.~~
- ~~B. Effective first pay period following July 1, 2023, maintain a minimum of 5% difference between 7th step Firefighter and 1st step Engineer base salary.~~
- ~~C. Effective first pay period following July 1, 2023, maintain a minimum of 5% difference between 3rd step Engineer and 1st step Captain base salary throughout the term of this contract. The existing differential between the Captain S and Captain D will continue for the term of this contract.~~
- ~~D. Effective first pay period following January 1, 2024, all members of the Fire Engineer classification will receive a one and one half percent (1.5%) increase to their base salary.~~
- ~~E. Effective the first pay period following July 1, 2024, all members of the Firefighter classification will receive a three and one half percent (3.5%) increase to their base salary.~~
- ~~F. Effective first pay period following October 1, 2024, maintain a minimum of 8% difference between 7th step Firefighter and 1st step Engineer base salary throughout the term of this contract.~~

Commencing within 60 days after Council approval of the 2026 MOU, the City and the Association agree to conduct a joint total compensation study/meet and discuss regarding the compaction issue between Firefighter and Fire Engineer, and Fire department specific comparable agencies. Parties will agree meet and discuss to a specific list of comparable agencies for Fire Department specific compensation by January 2025 July 2026. Parties also agree to meet and discuss regarding salary schedule and possible job classification titles. The joint study will use compensation data of the mutually agreed upon agencies as of July 1, 2025.

SECTION 33

SAFETY EQUIPMENT

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

representative from the Association, and the City Safety Officer.

SECTION 34 FIRE COMPLAINT POLICY

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

SECTION 35 REASONABLE SUSPICION DRUG TESTING POLICY

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

SECTION 36 BODY ART

~~During the term of this Agreement, the Fire Department's Standard Operating Procedure 1.06 shall prepare a Policy addressing tattoos and other body art as agreed~~ after meeting and conferring in good faith with authorized representatives of the Association. The policy ~~shall identify~~ which tattoos and body art must be covered while the employee is on duty and the matter in which any covering shall occur, taking into account heat stress and other safety factors.

SECTION 37

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

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

The contents of those provisions of the City of Riverside FRINGE BENEFITS AND SALARY RESOLUTION as they existed on July 1, 2006 are incorporated by reference

herein and shall remain in full force and effect during the entire term of this agreement unless amended by mutual agreement of the parties.

SECTION 38 **DUES DEDUCTION**

A. Dues Deduction

Each pay period, the Association shall provide the employer with an “authorized deduction report” which includes bargaining unit members who have authorized the deduction of Association dues and the deduction amounts.

The Employer shall make the dues deduction from the employees’ paychecks and remit such deductions to the Association via Electronic Funds Transfer (EFT) within five (5) business days of each payday.

B. Indemnification

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

SECTION 39 **PROVISIONS OF LAW**

- A.** It is understood and agreed that the specific provisions contained in this Agreement shall prevail over all prior written agreements and all contrary practices and procedures. Any amendments to this agreement shall require approval by City Council adoption.
- B.** It is understood that existing ordinances, resolutions and written policies of the City cover matters pertaining to employer-employee relations including, but not limited to salaries, wages, benefits, hours and other terms and conditions of employment. Therefore, it is agreed that all such ordinances, resolutions and policies, including the Employer-Employee Relations Resolution are hereby incorporated herein by this reference and made a part hereof as though fully set forth and except as provided herein shall remain in full force and effect during the term hereof. The parties hereto agree that nothing in this MOU shall in any manner abridge, restrict or modify the rights and prerogatives of the City and its employees as set forth in Article I, Sections 4 and 5, and Article III Section 1 B of Resolution No. 15079, or its successor, if any.
- C.** The City and the Association agree that for the term of this Agreement, each party waives its rights and each party agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this Agreement except as expressly provided for in this Agreement and as to meeting and conferring over the renewal or continuation of this MOU at

its expiration date in accordance with said Employer-Employee Relations Resolution.

D. It is understood and agreed that this MOU is subject to all present and future applicable federal and state laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations, or otherwise held invalid or unenforceable by any tribunal or competent jurisdiction, such part of provisions shall be suspended and superseded by such applicable laws and regulations and the remainder of the MOU shall not be affected thereby and shall remain in full force and effect.

Upon ratification by the membership of the Association and by the City Council this Memorandum of Understanding shall be effective through December 31, 2025, and for the duration of any agreed upon extension.

MANAGEMENT REPRESENTATIVES
CITY OF RIVERSIDE

By _____

By _____

By _____

By _____

By _____

DATED _____

RIVERSIDE FIREFIGHTERS'
ASSOCIATION

By _____

By _____

By _____

By _____

By _____

By _____

DATED _____

Attachment A

Management & Administration
Title: Complaint Policy
Effective: 12/00
Revised: 08/10

SOP: 1.12

ATTACHMENT A
COMPLAINT POLICY

PROCEDURE

- I. The Department recognizes the Firefighters' Procedural Bill of Rights and will provide rights and protections afforded to employees by this legislation.

A. DEFINITIONS

1. **Complaint:** Any allegation of poor service or misconduct made by a citizen or employee against a member(s) of the Department is a complaint.
 - **Complaints of misconduct:** Must allege a violation of law, Riverside Fire Department Policy, Procedure or Order or City Policy or Procedure.
 - Complaints lodged by citizens will be classified as citizen complaints.
 - Complaints lodged by employees/supervisors will be classified as internal complaints.
2. Examples of complaints contemplated by this policy include, but are not limited to, the following:

Sexual Harassment/Discrimination
Criminal Conduct
Racial/ethnic slurs
Poor service
Discourtesy
Improper Procedure
Conduct Unbecoming (CUBO)

3. Each allegation in a complaint shall have one of the following FINDINGS:

Unfounded: The alleged act did not occur.

Exonerated: The alleged act occurred but was justified, legal and proper.

Not Sustained: The investigation produced insufficient information to prove or disprove the allegation.

Sustained: The Department member committed all or part of the alleged acts of misconduct or poor service.

Misconduct Noted: The Department member violated a section of the Department Policies, Rules or Procedures not originally alleged in the complaint.

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Revised: 08/10

SOP: 1.12

4. Inquiry: If, during the investigation, it is determined that a citizen is merely requesting clarification of a policy or procedure, that complaint, with the concurrence of the Operations Deputy Chief, may be considered an Inquiry. The Operations Deputy Chief, or his designee, shall be responsible for inquiry responses.

B. COMPLAINT RECEPTION AND ROUTING

1. Non-supervisory employees shall immediately refer complaints to an on-duty supervisor (i.e., Fire Captain, Battalion Chief). Supervisors shall accept complaints in writing, in person, or by telephone or from anonymous persons. The purpose for this is to encourage citizens or employees to bring forward legitimate grievances regarding poor service or misconduct by Department members. Citizens and members of the Department will not be discouraged in any manner from making a complaint.
2. Supervisors shall immediately record complaints on a Complaint Control Form. Supervisors may resolve minor complaints with appropriate corrective action including non-disciplinary counseling and training. Supervisors shall report all complaints to the on-duty Battalion Chief as soon as possible. The Battalion Chief shall direct the supervisor to fill out a Complaint Control Form.
3. The supervisor accepting a complaint in person shall give a copy of the Complaint Control Form to the complainant. The original shall be forwarded to the Operations Deputy Chief via the Battalion Chief on duty. In the case of a complaint of serious misconduct of a criminal nature, the Operations Deputy Chief or the Fire Chief shall be notified immediately by the on-duty Battalion Chief.
4. Upon receipt of the Complaint Control Form, the Operations Deputy Chief will notify the complainant in writing that the complaint has been received and that an investigation has been initiated (or other appropriate corrective action has been taken). A copy of the Complaint Control Form will also be mailed to the complainant if it has not already been provided to him or her by the accepting supervisor.
5. The Operations Deputy Chief will be responsible for assignment of the complaint for investigation. The Operations Deputy Chief shall retain the original Complaint Control Form for tracking purposes. A copy of the Complaint Control Form will be forwarded to the investigator assigned to investigate the complaint. A copy of the Complaint Control Form shall be given to the Department member(s) against whom the complaint was lodged. This should be done within a reasonable and appropriate time, as determined by the Operations Deputy Chief. The Complaint Control Form shall be furnished to the subject employee prior to interview by the investigator(s).

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Revised: 08/10

SOP: 1.12

6. The investigator(s) may be chosen from the Arson Investigation Unit due to their specialized training in investigations. In complaints against arson investigators, the Fire Chief shall assign the investigator.

7. The Operations Deputy Chief shall be responsible for notifying the complainant in writing by registered mail within thirty (30) days of the disposition of the complaint. Additionally, the Operations Deputy Chief or assigned investigator will notify, in writing, the Department member(s) against whom the complaint was lodged and the member's supervising officer of the disposition of the complaint.

The letter sent to the complainant will only include the following information:

- Finding(s) of the investigation. A definition of the finding will be provided.
- Definitions are listed in section A3 above.
- Name of the investigator who investigated the complaint.

If an allegation resulted in a finding of "Sustained", the letter will state that "appropriate corrective/disciplinary action will be taken against the involved Department member". The name of the involved Department member(s) and the specific action to be taken will not be included in the letter.

C. COMPLAINT INVESTIGATION

1. The supervisor accepting the complaint shall be responsible for accurately and fully completing the Complaint Control Form. The supervisor shall obtain preliminary statements from the complainant and any immediately available witnesses. Additionally, the supervisor shall collect and preserve any physical evidence that is readily available or may be time or weather sensitive.

2. In the case of complaints of a minor nature (non-disciplinary), the Battalion Chief shall have the discretion of assigning a complaint to the Captain level for investigation or appropriate corrective action (i.e., training, non-disciplinary counseling, etc.)

3. Allegations that a Department member violated a criminal law (felony or misdemeanor) shall be investigated by the Riverside Police Department or the appropriate outside law enforcement agency. The internal administrative investigation will be conducted concurrent with or after the completion of the criminal investigation, at the discretion of the Fire Chief or his/her designee. Supervisors becoming aware of a criminal investigation involving a Department member who may be suspected of committing a misdemeanor or felony crime shall

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immediately complete a Complaint Control Form and route it to the Operations Deputy Chief through the on-duty Battalion Chief.

4. RIGHTS OF SUBJECT OF INVESTIGATION:

If it is determined in the course of an investigation that an employee could be subject to punitive action, prior to obtaining a statement from the employee, the employee will be informed of the nature of the investigation and given an "Admonition Form" explaining his/her rights as an investigation subject. The Arson Investigator Admonition Form is attached to this Policy as Appendix A. The Fire Unit/Fire Management Admonition of Rights form is attached to this Policy as Appendix B. Also attached is a progressive discipline overview as Appendix C.

D. COMPLAINT INVESTIGATION REVIEW AND APPROVAL

1. Completed complaint investigations will be routed through the chain of command to the Operations Deputy Chief, who shall review the completed investigation and provide a written statement of concurrence or disagreement with the conclusions and findings of the investigator.
2. Verbal or written disclosure of any information concerning the conclusions and findings of a complaint investigation to the involved Department member shall be made by the Fire Chief or the Operations Deputy Chief. Assigned investigators shall only discuss with or disclose to the Fire Chief or the Operations Deputy Chief their preliminary conclusions or findings.
3. Once the completed investigation is approved by the Operations Deputy Chief, he or she, or his or her designee, shall review the investigation with the involved Department member(s). The Department member will read and sign a copy of the investigation. Department members will be provided with a copy of the investigation if it is used as a basis for disciplinary action.

E. COMPLAINT INVESTIGATION FILES

1. The Operations Deputy Chief will be responsible for maintaining a comprehensive file of all complaints and investigations.
2. For Departmental purposes, complaint files will be stored under the following categories:
 - a. Complaints Directed at Individual Conduct
Citizens' complaints including allegations of use of racial/ethnic slurs, serious courtesy, excessive force, or false arrest.
 - b. Complaints Directed at Group Conduct
Citizens' complaints alleging poor service or procedural violations by a group of employees.
 - c. Internal Complaints

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Employee/supervisor complaints of misconduct.

3. Complaint files related to the conduct of arson investigators shall be maintained for a period of five years. After five years they will be destroyed. All other complaint files will be maintained for a period of two years. After two years they will be destroyed. Files may be retained longer if the subject matter of the file is the subject of pending litigation.
4. Complaint files will not be stored in the employee's personnel files. Only disciplinary documents which result in sustained findings of misconduct shall be stored in the employee's personnel file.

F. REBUTTAL TO INVESTIGATION

If a Department member who is the subject of an investigation disagrees with the content or findings of the investigation, he/she may submit a written rebuttal within thirty (30) days. The Operations Deputy Chief shall review the rebuttal and, if appropriate, order the matter to be reopened for additional investigation. The rebuttal will be filed with the completed investigation.

G. PITCHESS MOTIONS

This section only applies to complaints involving arson investigators.

1. A Pitchess Motion is a motion for discovery of peace officer personnel records where the defense counsel is attempting to establish a custom, habit or practice of excessive force, untruthfulness or false arrest against a peace officer.
2. If a Pitchess Motion is received by the Department, the City Attorney's Office will be contacted immediately for advice and response.

DEFINITIONS:

None

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Title: Complaint Policy
Effective: 12/00
Revised: 08/10

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APPENDIX "A"

RIVERSIDE FIRE DEPARTMENT PEACE OFFICER ADMONITION OF RIGHTS (FOR ARSON INVESTIGATORS ONLY)

An investigation is being conducted on:

Date: _____

Time: _____

Location: _____

Present: _____

In reference to: _____

Wherein the nature of the investigation focuses on:

Management & Administration

Title: Complaint Policy

SOP: 1.12

Effective: 12/00

Revised: 08/10

As a peace officer under Section 830.37 of the Penal Code and a firefighter under Section 3251 of the Government Code, you have the following rights:

1. You have the right to have any interrogation conducted at a reasonable hour, with a representative of your own choosing present. Preferably, the interrogation will take place at a time when you are on duty, or during your normal waking hours, unless the seriousness of the investigation requires otherwise.
2. You have the right to be compensated for time spent in interrogations that are conducted in your off duty time at the normal rate for the Department. You shall not be released from employment for any work you missed.
3. You have the right to be informed of the name, rank and command of the officer in charge of an interrogation, the interrogating officer(s), and all persons to be present during the interrogation, in advance of the interrogation.
4. You have the right to have all questions directed to you through no more than two interrogators at one time.
5. You have the right to have the interrogation session limited to a reasonable period, taking into consideration the gravity and complexity of the issue being investigated.
6. You have the right, during interrogations, to be allowed to attend to your own personal physical necessities.
7. You have the right not to be subjected to offensive language or threatened with punitive action. An employee refusing to respond to questions or submit to interrogation shall be informed that failure to answer questions directly related to the investigation or interrogation may result in punitive action. No promises of reward shall be made as an inducement to answering any questions.

No statement which you make during interrogation under duress, coercion, or threat of punitive action shall be admissible in any subsequent civil proceeding. This protection is subject to the following qualifications:

- a. This protection shall not limit the use of statements you make when the Riverside Fire Department is seeking civil sanctions against any public safety officer, including disciplinary action brought under Government Code Section 19572.
- b. This protection shall not prevent the admissibility of statements made by you under interrogation in any civil action, including administrative actions, which you or your exclusive representative initiate arising out of a disciplinary action.

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- c. This protection shall not prevent statements made by you under interrogation from being used to impeach your testimony after an in camera review to determine whether the statements serve to impeach your testimony.
- d. This protection shall not otherwise prevent the admissibility of statements you make under interrogation after your death.

8. You have the right not to be subjected to visits by the press or news media without your express consent nor shall your home address or photograph be given to the press or news media by the Department without your express consent.

9. You shall have access to any tape recording(s) of any of your interrogations and you shall have the right to use your own tape recorder.

10. You have the right to a transcribed copy of any notes made by a stenographer, or to any reports or complaints made by investigators or other persons, except those which are deemed by the investigating agency to be confidential. No notes or reports, which are deemed to be confidential, may be entered in your personnel file.

11. You have the right to be informed of your constitutional rights if it is deemed that you may be charged with a criminal offense before the interrogation starts.

12. You have the right to have a representative present if formal charges have been made or if punitive action may be taken as a result of the interrogation.

13. You have the right not to be temporarily reassigned, to a location or duty assignment if a member of the Department would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.

14. You shall not be subjected to punitive action, or denied promotion, or be threatened with any such treatment due to your lawful exercise of any rights under any administrative grievance procedure.

The Fire Chief of the Riverside Fire Department shall not be precluded from ordering you to cooperate with any other agencies involved in criminal investigations. If you fail to comply with such an order, the Riverside Fire Department may officially charge you with insubordination.

No punitive action, nor denial of promotion on grounds other than merit, shall be undertaken by the Riverside Fire Department without providing you with an opportunity for administrative appeal.

15. You have the right not to have any comment, adverse to your interest, entered in your personnel file, or any other file used for any personnel purposes by the Department or City, without you having first read or signed the instrument containing the adverse comment indicating that you are aware of such comment. If you refuse to sign the document, it will be so noted and placed in your file.

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16. You have the right to refuse to inform the Department of information regarding items of property, income, assets, source of income, debts or personal or domestic expenditures and those of your family, except such information as required by State law or which is necessary for the Department to ascertain the desirability of assignment to a special unit in which there is a strong possibility that bribes or other inducements may be offered.
17. You have the right to have your locker, or other space for storage assigned to you, free of search except when you are present, or with your consent, or unless a valid search warrant has been obtained or when you have been notified that a search will be conducted.
18. You have the right to have thirty (30) calendar days within which to file a written response to any adverse comment entered in any personnel file and have it attached to, and accompany the adverse comment.
19. You have the right to refuse to submit to a polygraph examination. No disciplinary action, records, or testimony may be given to indicate that you refused the polygraph.

I have read and received a copy of my rights under the PUBLIC SAFETY OFFICERS' PROCEDURAL BILL OF RIGHTS ACT (Government Code 3300, et seq.)

Officer

Date

Witness

Date

Are you taking any medication that could cause you to be unable to understand and respond truthfully and fully to the questions that will be asked of you?

Response: No _____ Yes _____

Have you failed to take any prescribed medication that would assist you to understand and respond truthfully and fully to the questions that will be asked of you?

Response: No _____ Yes _____

Are you suffering from any mental or physical condition that could cause you to be unable to understand and respond truthfully and fully to the questions that will be asked of you?

Response: No _____ Yes _____

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The California Supreme Court, in interpreting Government Code Sections 3303(e), 3303(g), and 3304(a) stated that an officer must be given Miranda Rights when it is apparent that he or she may be charged with a criminal offense.

MIRANDA STATEMENT OF RIGHTS

SPECIFIC WARNING

- 1. YOU HAVE THE RIGHT TO REMAIN SILENT.**
- 2. ANYTHING YOU SAY CAN AND WILL BE USED AGAINST YOU IN A COURT OF LAW.**
- 3. YOU HAVE THE RIGHT TO TALK TO A LAWYER AND HAVE HIM PRESENT WITH YOU WHILE YOU ARE BEING QUESTIONED.**
- 4. IF YOU CANNOT AFFORD TO HIRE A LAWYER, ONE WILL BE APPOINTED TO REPRESENT YOU BEFORE ANY QUESTIONING, IF YOU WISH ONE.**

WAIVER

5. DO YOU UNDERSTAND EACH OF THESE RIGHTS I HAVE EXPLAINED TO YOU?

RESPONSE: _____

6. HAVING THESE RIGHTS IN MIND, DO YOU WISH TO TALK TO US NOW?

RESPONSE: _____

The foregoing was read and fully explained to:

Full name person questioned

By:

Signature of person giving advisement

Date

The above is true:

Signature of person questioned

Date

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Although you have a right to remain silent and not incriminate yourself, your silence can be deemed insubordination and result in administrative discipline up to and including termination.

Any statement that you make under compulsion of the threat of such discipline cannot be used against you in a later criminal proceeding.

Although nothing which you say pursuant to the direct order of the Department may be used against you in any future criminal proceedings, the Department is legally obligated to provide a copy of the compelled statement upon the demand of any Federal or State prosecutorial agency which may be investigating your conduct. However, you have the right to challenge the prosecutorial agency and the charges by requesting a hearing and requiring that the prosecutor prove that all evidence was obtained independently and not as a result of your compelled statement.

I am hereby ordering you to answer truthfully and completely questions relating to this interview or investigation.

You have the right to have a representative present while being interviewed.

Do you wish to have a representative present with you?

Response: _____

Name of representative present: _____

The foregoing was read and fully explained to:

Full name person questioned

By: _____

Signature of person giving advisement

Date

The above is true:

Signature of person questioned

Date

Management & Administration
Title: Complaint Policy
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APPENDIX "B"

RIVERSIDE FIRE DEPARTMENT
EMPLOYEE (FIRE UNIT/FIRE MANAGEMENT UNIT) ADMONITION OF RIGHTS

An investigation is being conducted on:

Date: _____
Time: _____
Location: _____
Present: _____

In reference to: _____

Wherein the nature of the investigation focuses on:

Management & Administration

Title: Complaint Policy
Effective: 12/00
Revised: 08/10

SOP: 1.12

You have the following rights pursuant to the Firefighters' Procedural Bill of Rights Act:

1. You have the right to have any interrogation conducted at a reasonable hour, with a representative of your own choosing present. Preferably, the interrogation will take place at a time when you are on duty, or during your normal waking hours, unless the seriousness of the investigation requires otherwise.
2. You have the right to be compensated for time spent in interrogations that are conducted in your off duty time at the normal rate for the Department. You shall not be released from employment for any work you missed.
3. You have the right to be informed of the name, rank and command of the officer in charge of an interrogation, the interrogating officer(s), and all persons to be present during the interrogation, in advance of the interrogation.
4. You have the right to have all questions directed to you through no more than two interrogators at one time.
5. You have the right to have the interrogation session limited to a reasonable period, taking into consideration the gravity and complexity of the issue being investigated.
6. You have the right, during interrogations, to be allowed to attend to your own personal physical necessities.
7. You have the right not to be subjected to offensive language or threatened with punitive action. An employee refusing to respond to questions or submit to interrogation shall be informed that failure to answer questions directly related to the investigation or interrogation may result in punitive action. No promises of reward shall be made as an inducement to answering any questions.
8. You have the right not to be subjected to visits by the press or news media without your express consent nor shall your home address or photograph be given to the press or news media by the Department without your express consent.
9. You shall have access to any tape recording(s) of any of your interrogations and you shall have the right to use your own tape recorder.
10. You have the right to a transcribed copy of any notes made by a stenographer, or to any reports or complaints made by investigators or other persons, except those which are deemed by the investigating agency to be confidential. No notes or reports, which are deemed to be confidential, may be entered in your personnel file.
11. You have the right to be informed of your constitutional rights if it is deemed that you may be charged with a criminal offense before the interrogation starts.

12. You have the right to have a representative present if formal charges have been made or if punitive action may be taken as a result of the interrogation.
13. You have the right not to be temporarily reassigned, to a location or duty assignment if a member of the Department would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.
14. You shall not be subjected to punitive action, or denied promotion, or be threatened with any such treatment due to your lawful exercise of any rights under any administrative grievance procedure.

The Fire Chief of the Riverside Fire Department shall not be precluded from ordering you to cooperate with any other agencies involved in criminal investigations. If you fail to comply with such an order, the Riverside Fire Department may officially charge you with insubordination.

No punitive action, nor denial of promotion on grounds other than merit, shall be undertaken by the Riverside Fire Department without providing you with an opportunity for administrative appeal.

15. You have the right not to have any comment, adverse to your interest, entered in your personnel file, or any other file used for any personnel purposes by the Department or City, without you having first read or signed the instrument containing the adverse comment indicating that you are aware of such comment. If you refuse to sign the document, it will be so noted and placed in your file.
16. You have the right to refuse to inform the Department of information regarding items of property, income, assets, source of income, debts or personal or domestic expenditures and those of your family, except such information as required by State law or which is necessary for the Department to ascertain the desirability of assignment to a special unit in which there is a strong possibility that bribes or other inducements may be offered.
17. You have the right to have your locker, or other space for storage assigned to you, free of search except when you are present, or with your consent, or unless a valid search warrant has been obtained or when you have been notified that a search will be conducted.
18. You have the right to have thirty (30) calendar days within which to file a written response to any adverse comment entered in any personnel file and have it attached to, and accompany the adverse comment.
19. You have the right to refuse to submit to a polygraph examination. No disciplinary action, records, or testimony may be given to indicate that you refused the polygraph.

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I have read and received a copy of my rights:

Employee (Fire Unit/Fire Management Unit) _____ Date _____

Witness _____ Date _____

Are you taking any medication that could cause you to be unable to understand and respond truthfully and fully to the questions that will be asked of you?

Response: No _____ Yes _____

Have you failed to take any prescribed medication that would assist you to understand and respond truthfully and fully to the questions that will be asked of you?

Response: No _____ Yes _____

Are you suffering from any mental or physical condition that could cause you to be unable to understand and respond truthfully and fully to the questions that will be asked of you?

Response: No _____ Yes _____

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The California Supreme Court, in interpreting Government Code Sections 3303(e), 3303(g), and 3304(a) stated that an officer must be given Miranda Rights when it is apparent that he or she may be charged with a criminal offense.

MIRANDA STATEMENT OF RIGHTS

SPECIFIC WARNING

- 1. YOU HAVE THE RIGHT TO REMAIN SILENT.**
- 2. ANYTHING YOU SAY CAN AND WILL BE USED AGAINST YOU IN A COURT OF LAW.**
- 3. YOU HAVE THE RIGHT TO TALK TO A LAWYER AND HAVE HIM PRESENT WITH YOU WHILE YOU ARE BEING QUESTIONED.**
- 4. IF YOU CANNOT AFFORD TO HIRE A LAWYER, ONE WILL BE APPOINTED TO REPRESENT YOU BEFORE ANY QUESTIONING, IF YOU WISH ONE.**

WAIVER

- 5. DO YOU UNDERSTAND EACH OF THESE RIGHTS I HAVE EXPLAINED TO YOU?**

RESPONSE: _____

- 6. HAVING THESE RIGHTS IN MIND, DO YOU WISH TO TALK TO US NOW?**

RESPONSE: _____

The foregoing was read and fully explained to:

Full name person questioned

By:

Signature of person giving advisement

Date

The above is true:

Signature of person questioned

Date

Management & Administration
Title: Complaint Policy
Effective: 12/00
Revised: 08/10

SOP: 1.12

Although you have a right to remain silent and not incriminate yourself, your silence can be deemed insubordination and result in administrative discipline up to and including termination.

Any statement that you make under compulsion of the threat of such discipline cannot be used against you in a later criminal proceeding.

Although nothing which you say pursuant to the direct order of the Department may be used against you in any future criminal proceedings, the Department is legally obligated to provide a copy of the compelled statement upon the demand of any Federal or State prosecutorial agency which may be investigating your conduct. However, you have the right to challenge the prosecutorial agency and the charges by requesting a hearing and requiring that the prosecutor prove that all evidence was obtained independently and not as a result of your compelled statement.

I am hereby ordering you to answer truthfully and completely questions relating to this interview or investigation.

You have the right to have a representative present while being interviewed.

Do you wish to have a representative present with you?

Response: _____

Name of representative present: _____

The foregoing was read and fully explained to:

Full name person questioned

By: _____

Signature of person giving advisement

Date

The above is true:

Signature of person questioned

Date

APPENDIX "C"

OVERVIEW – FIRE UNIT/FIRE MANAGEMENT

ACTION TAKEN	LOWEST LEVEL	GRIEVANCE RIGHTS	DOCUMENTATION	PRE-DISC. NOTICE
INFORMAL COUNSELING	Captain	N/A	N/A	No
DOCUMENTATION OF COUNSELING MEMO	Captain	Rebuttable	Division File One Year	No
PERFORMANCE CONTRACT MEMO	Captain	No	Division File One Year	No
WRITTEN ADMONISHMENT	Captain	Rebuttable	Division File One Year	No
EMERGENCY SUSPENSION WITH PAY	Battalion Chief	No	Personnel File	No
ADMINISTRATIVE LEAVE WITH PAY	Fire Chief's Office	No	Personnel File	No
WRITTEN REPRIMAND	Captain	Yes	Personnel File	No
PAY REDUCTION	Fire Chief's Office	Yes	Personnel File	Yes
SUSPENSION WITHOUT PAY	Fire Chief's Office	Yes	Personnel File	Yes
DEMOTION	Fire Chief's Office	Yes	Personnel File	Yes
TERMINATION	Fire Chief's Office	Yes	Personnel File	Yes

Attachment B

ATTACHMENT B

Effective Date: July 11, 2006

SUBJECT: REASONABLE SUSPICION AND POST-ACCIDENT DRUG AND ALCOHOL TESTING POLICY FOR MEMBERS OF THE RIVERSIDE CITY FIREFIGHTERS' ASSOCIATION

PURPOSE:

To establish a policy that provides a procedure for reasonable suspicion and post-accident drug and alcohol testing for members of the Riverside City Firefighters' Association.

GENERAL BACKGROUND:

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

1. To provide a safe working environment for City employees;
2. To protect the safety of persons and property;
3. To provide the highest quality of public service;
4. To promote efficiency and productivity;
5. To avoid adverse effects on employee health and well-being, as well as to minimize the City's related health costs;
6. To prevent loss of public confidence in City employees and damage to the City's reputation;
7. To prevent drug-related theft and other employee misconduct;
8. To encourage employees to seek voluntary assistance to deal with alcohol and/or drug use; and,
9. To comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 702-706) and the City's Drug-Free Workplace policy (Personal Policy and Procedure Manual, III-16).

DEFINITIONS:

Drug abuse is defined as:

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

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

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

POLICY:

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

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

1. When there is a reasonable cause/suspicion that an employee may be impaired by the use of drugs or alcohol;
2. If an employee is involved in a traffic accident in the performance of his/her duties resulting in death or serious bodily injury;
3. Upon an employee's return to duty after testing positive for drugs and/or alcohol;
4. Follow-up testing after it has been determined that an employee has tested positive for alcohol or drug use.

If a test shows that the employee is under the influence of drugs or alcohol, the employee may, at the City's sole discretion, be eligible for treatment or rehabilitation. A positive test result for either drugs or alcohol will result in disciplinary action, up to and including termination. Pre-employment drug tests are subject to the Personnel Policy and Procedure Drug Test Policy, III-7.

In addition, the following shall apply:

1. City management will evaluate the circumstances of a positive test to determine if the case merits the opportunity for rehabilitation in lieu of termination.
2. Employees who test positive for drugs and/or alcohol and who are given the opportunity for rehabilitation or who self-identify and seek rehabilitation prior to an incident that violates policy may use accrued sick leave, vacation, and other benefits while they are participating in rehabilitation programs prior to being released to return to work. Employees who have exhausted their sick leave or vacation accruals shall be eligible for a leave of absence without pay, based upon the City's Employee Assistance Program's treatment plan.
3. The City of Riverside is not responsible for the costs of medical treatment for employees who test positive for drugs and/or alcohol. Employees may use options provided under their medical coverage, if applicable.
4. At the City's discretion, an employee who tests positive for drugs and/or alcohol, may be offered a Last Chance Agreement that mandates compliance with a treatment plan and associated testing. Employees who are permitted to return to work and who subsequently test positive for drugs and alcohol shall be terminated from City employment.

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

All Supervisory Fire Department Personnel responsible for the implementation and enforcement of this Policy shall also comply with the requirements of SOP Number 405 (Personnel Complaint Policy).

PROCEDURE:

<u>Responsibility</u>	<u>Action</u>
Human Resources	<ol style="list-style-type: none">1. Provides notice to employees of reasonable suspicion and post-accident drug and alcohol testing policy.2. Provides informational programs on the risks associated with drug and alcohol abuse.3. Provides drug and alcohol counseling and rehabilitation programs through employee assistance program.4. Provides Reasonable Suspicion Training opportunities to all supervisory and management employees.

**REASONABLE SUSPICION AND POST-ACCIDENT
DRUG AND ALCOHOL TESTING INFORMATION FOR
MEMBERS OF THE RIVERSIDE CITY FIREFIGHTERS' ASSOCIATION**

The requirements and information should be fully understood by all affected City employees. Questions should be referred to the Human Resources Department, (951) 826-5508, City of Riverside, 3780 Market Street, Riverside, CA 92501.

Adopted: July 11, 2006

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

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

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

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

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

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

WHO IS AFFECTED BY THIS POLICY?

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

TRAINING

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

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

TESTING

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

Drug Testing

In accordance with City policy, an employee must receive authorization to work from their supervisor and the employee's doctor prior to taking any legal drug which may cause drowsiness or which may otherwise impair to any extent the employee's ability to safely and efficiently perform his/her job. The employee's doctor may authorize the employee to work while taking a legal drug with a signed authorization which states to the supervisor's satisfaction that the employee will not be impaired in the performance of his/her duties as identified by his/her job description.

The use and ingestion of illegal drugs is prohibited at all times. An employee may be tested for drugs anytime while on duty, subject to reasonable suspicion. Drug testing is a two-stage process. First, a screening test is performed. If it is positive for one or more drugs, then a confirmation test is performed for each identified

drug using gas chromatography/mass spectrometry (GC/MS) analysis. The GC/MS confirmation ensures that over-the-counter medications or preparations are not reported as positive results.

All urine specimens are analyzed only for the following drugs:

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

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

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

Alcohol Testing

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

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

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

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

Consent

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

Administrative Order

If the request is denied, and no probable cause exists to seize blood or urine samples for criminal evidence, the employee will be administratively ordered to take the test by a supervisor. See Appendix F. If so ordered, the employee shall take the test in conformance with this Policy. The sample/test results may then only be utilized in an administrative action.

Refusal to Test

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

The following behaviors constitute a refusal to submit to a test: refusal to comply with an administrative order to take the test, inability to provide sufficient quantities of breath or urine without a valid medical explanation, tampering with or attempting to adulterate the specimen or interfere with the collection procedure, not reporting to the collection site in the time allotted, leaving the scene of an accident without a valid reason before the tests have been conducted, refusal to remove outer garments or leave them outside the testing area, and refusal to empty pockets.

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

Reasonable Cause/Suspicion

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

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

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

The behavior/conduct of the employee must be witnessed by a supervisor who has received training consisting of at least 1 hour for alcohol and drug use/misuse recognition. The training includes identification of actions, appearance or conduct which are indicative of the use of drugs or alcohol. The supervisor must directly observe and document the behavior and is encouraged, when possible, to contact the Safety Manager, the Safety Officer, the Public Works Safety Officer, or the Public Utilities Safety Officer for additional observation and documentation of the suspect behavior. Reasonable cause/suspicion may not be based upon hearsay.

The documentation of the employee's behavior/conduct shall be prepared and signed by the supervisor utilizing the Reasonable Suspicion Checklist within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier.

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

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

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

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

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

Post Accident

A traffic accident is defined as an incident involving a motor vehicle which results in death or serious bodily injury and which occurs in the performance of his/her duties.

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

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

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

Return-to-Duty

Employees who violate the City's policy and are accepted into Return-to-Duty and Follow-Up status must have a negative drug and/or alcohol test. Employees who return to duty are subject to follow-up testing.

Follow-up Testing

1. All employees identified by the Employee Assistance Program (EAP) counselor as needing assistance will be subject to follow-up testing upon return-to-duty.
2. Employees will be subject to a minimum of six (6) unannounced tests over the following 12 months or as otherwise set forth in a Last Chance Agreement.
3. The EAP counselor can terminate the requirement for the follow-up testing in excess of the minimum at any time, if the EAP counselor determines that the testing is no longer necessary and is supported by the employer.

4. Follow-up testing may include tests for other substances beyond the employee's initial positive test of alcohol and/or drug when the EAP counselor has reason to suspect other drug or alcohol use during the follow-up period.

DISCIPLINE FOR WORK-RELATED PROBLEMS

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

CONFIDENTIALITY

Confidentiality is an essential element of this policy.

1. Any employee violating confidentiality shall be subject to discipline and may also be civilly or criminally liable.
2. The results of any testing shall be used for employment purposes only. The testing laboratory is only authorized to release test results to the MRO. The MRO and the BAT are only authorized to release test results to the Human Resources Director or designee.
3. All records pertaining to drug and alcohol testing of an employee shall be contained in a separate confidential medical file that will be securely kept under the control of the Human Resources Director or designee. It shall be separate from the employee's other personnel records.
4. The employee may request and receive the results of his/her tests.
5. The City may disclose specific test results without the employee's consent only when:
 - a. All information is compelled by law or by judicial or administrative process;
 - b. The information has been placed at issue by the employee in a formal dispute between the employee and the City;
 - c. The information is necessary to administer an employee benefit plan; or,
 - d. The information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.
6. Any positive test results determined by a second test to be negative shall be removed from the employee's file and destroyed.

RECORD KEEPING

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

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

FOLLOW-UP FOR POSITIVE TESTING

Employee Assistance Program (EAP) Services

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

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

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

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

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

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

1. The supervisor should personally escort the employee to an office or other private area. Another supervisor should be present as a witness.
2. The supervisor should state the definition of reasonable suspicion to the employee and give the reasons the supervisor suspects drug and/or alcohol usage.
3. Using the Reasonable Suspicion Checklist, the supervisor will question the employee and document information and behavior. The supervisor will complete the form and following a conversation with the employee, makes a determination as to whether or not the employee appears to have used drugs and/or alcohol during, just before or after the work shift the employee is required to be in compliance. The supervisor shall comply with SOP Number 405 (Personnel Complaint Policy).
4. If the employee does not appear to be under the influence of drugs, including prescription drugs, and/or alcohol, the supervisor should release the employee to perform regular work duties.
5. If the supervisor believes that the employee is under the influence of drugs and/or alcohol, the supervisor notifies the Human Resources Director or designee, who will then refer the employee to the approved drug and alcohol testing site.
6. If the employee refuses drug and/or alcohol testing, the Human Resources Director or designee refers the employee to the Employee Assistance Program.
7. If the employee consents to drug and/or alcohol testing, the supervisor personally escorts the employee to the approved drug and alcohol testing site. Another supervisor should be present.
8. At the collection site, the employee meets with the Collection Site Technician who will conduct the testing process.
9. The supervisor remains at the collection site and after the collection process, transports the employee back to the work site.
10. If the alcohol test is below 0.02, the employee may return to work with no corrective action.
11. The supervisor notifies the employee that, until the drug test results are completed, the employee will be on leave with pay.
12. If it is believed that the employee is impaired, the supervisor makes arrangement to have the employee taken home. If the employee refuses assistance, a witness should verify that the employee refused assistance. If the employee cannot control his/her actions and leaves without assistance, the supervisor must call the Police Department immediately to inform them of the employee's condition and refusal for assistance. The Police Department needs to be provided with the employee's name and description of the vehicle including the license number.

SPECIMEN COLLECTION PROCEDURES

Drug Testing

1. The employee arrives at the collection site.
2. If the employee does not arrive at the assigned time for testing, the Human Resources Director or designee should be contacted for instructions.
3. The identity of the employee to be tested is verified by examining a photo identification or by verifying with the employer's representative. If the identity cannot be established, the process stops.

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

20. The CT peels off one label and places it on the lid of the collection container. The remaining label is placed on the lid of the split specimen container. The donor initials each label on the containers.
21. The CT removes the "laboratory original" copy of the chain of custody requisition and places it in the outside pocket of the chain of custody bag.
22. The individual initials the chain of custody bag in the appropriate locations to document that the correct specimen is being sent to the laboratory. The CT signs and dates the same seal.
23. The CT retains the "collector copy" of the chain of custody requisition and gives the "donor copy" to the individual. The "company copy" of the chain of custody requisition will be forwarded to the Human Resources Director or designee. The MRO copy will be sent to the Medical Review Officer.
24. The sealed chain of custody bag remains in control of the CT or in a secured area within the collection site until shipment to the laboratory.
25. When the test results are received by the MRO, a thorough review of documentation, test results, and circumstances will be made before making a decision regarding an individual. A final decision will be made and communicated to the individual within three days unless there are extenuating circumstances. In all cases where alcohol or drug involvement is confirmed, the employee will be referred to the EAP.
26. If the City receives a cancelled test result when a negative result is required (e.g., pre-employment, return-to-duty, or follow-up test), another specimen will be required immediately.

Alcohol Testing

1. The employee arrives at the testing site.
2. If the employee does not arrive at the assigned time for testing, the Human Resources Director or designee should be contacted for instructions.
3. The ID of the employee to be tested is verified by examining a photo ID or employer's representative. If the ID cannot be established the process stops.
4. If the employee being tested requests it, the Breath Alcohol Technician (BAT) should present their ID.
5. Once the employee's ID has been established, Step 1 will be completed on the U.S. Department of Transportation (DOT) Breath Alcohol Testing Form.
6. The employee will complete Step 2 on the DOT form, signing the certification. If the employee refuses to sign the certificate, it is regarded as a refusal to take the test.
7. The employee and BAT shall read the sequential test number displayed on the Evidential Breath Analyzer Test (EBT).
8. The BAT will open an individually sealed mouthpiece in view of the employee and attach it to the EBT according to instructions.
9. The employee will blow forcefully into the mouthpiece for at least 6 seconds or until the EBT indicates that an adequate amount of breath has been obtained.
10. The BAT completes Step 3 of the DOT testing form.
11. If the test results are less than 0.020 on the screening test, a copy of the form will be provided to the employee. One will be forwarded to the employer and one will be retained by the BAT.
12. If the test results are greater than 0.020, a confirmation test will be conducted as follows:

- a. The BAT will explain that a confirmation test will be conducted.
- b. The employee must stay in the room observed for a 15-minute waiting period. During this time, they may not eat, drink or put any object or substance into their mouth.
- c. The confirmation test will be conducted no less than 15 minutes after the screening test but within 30 minutes of the completion of the screening test.
- d. The confirmation test will be completed according to Steps 1-11 of this procedure.
- e. If the result of the confirmation test is different than the screening test, the confirmation test will be considered the accurate results.

Appeal

Any positive result may be appealed by the employee as follows:

1. The employee must file a written request for retesting the sample (and/or comparison testing of the split sample or second sample) in dispute to the Fire Chief within 15 working days of the positive test notification or prior to any pre-disciplinary hearing (Skelly), whichever comes first.
2. The retest order must be accomplished within five (5) working days after the notice of appeal has been approved.
3. The employee and his or her representative or attorney must coordinate the retest through the laboratory at the employee's expense. If the employee wants the test to be conducted by another laboratory, that laboratory shall be certified for drug testing by the U.S. Department of Health and Human Services. In that case, a strict chain of custody procedure shall be agreed upon by both the Department and the employee. In addition, the laboratory shall provide simultaneous notification of the results to the employee and the Human Resources Director.
4. If the results of the retest are negative, the original sample will be considered negative. If the results are positive, there will be no further appeal as to retesting.

Appendix A

Cut Off Levels Information

Initial Cut Off Levels

Marijuana Metabolites	50ng/ml
Cocaine Metabolites	300ng/ml
Opiate Metabolites	2000ng/ml
Phencyclidine	25ng/ml
Amphetamines	1000ng/ml

Confirmatory Cut Off Levels

Marijuana Metabolites	15ng/ml
Cocaine Metabolites	150ng/ml
Opiates	
Morphine	2000ng/ml
Codeine	2000ng/ml
Phencyclidine	25ng/ml
Amphetamines	
Amphetamine	500ng/ml
Methamphetamine	500ng/ml

Appendix B

City of Riverside

Collection Sites and Laboratory

Collection Site:

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

Inland Empire Occupational Medicine
3579 Arlington Avenue
Riverside, California

Laboratory:

Pacific Toxicology Laboratories
6160 Varlet Avenue
Woodland Hills, California 91367

Appendix C

Reasonable Suspicion Checklist

See following page.

**CITY OF RIVERSIDE
REASONABLE SUSPICION CHECKLIST**

CONFIDENTIAL

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

Instructions

Use this form to record observations of employee behavior that you believe may be the result of illegal drug or alcohol misuse. After filling out the form, you may order the employee to a reasonable suspicion drug or alcohol test.

NAME OF EMPLOYEE OBSERVED		DATE OF OBSERVATION	
LOCATION OF OBSERVATION			TIME OF OBSERVATION A.M. P.M.

OBSERVED PERSONAL BEHAVIOR (Check all appropriate items)

Observations must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.

SPEECH	AWARENESS	BALANCE	WALKING
<input type="checkbox"/> Normal	<input type="checkbox"/> Normal	<input type="checkbox"/> Normal	<input type="checkbox"/> Normal
<input type="checkbox"/> Incoherent	<input type="checkbox"/> Confused	<input type="checkbox"/> Swaying	<input type="checkbox"/> Stumbling
<input type="checkbox"/> Confused	<input type="checkbox"/> Sleepy	<input type="checkbox"/> Staggering	<input type="checkbox"/> Falling
<input type="checkbox"/> Slurred	<input type="checkbox"/> Paranoid	<input type="checkbox"/> Falling	<input type="checkbox"/> Holding or Reaching
<input type="checkbox"/> Silent	<input type="checkbox"/> Aggressive		

Description of other observed actions or behaviors or incidents (Be as specific as possible. Continue on back if necessary)

I certify that I have had training in recognition of alcohol and drug misuse and that in the best of my judgment reasonable suspicion exists sufficient to require the above employee to undergo an: alcohol test drug test

OBSERVER NAME	TITLE
SIGNATURE	DATE

Appendix D

Acknowledgment/Receipt Form

See following page.

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ACKNOWLEDGMENT/RECEIPT FORM

I hereby acknowledge that I have received a copy of the City of Riverside's Drug and Alcohol Testing Policy for Members of the Riverside City Firefighters' Association.

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

Employee Name (Print)

Employee Signature

Date

Witness

Appendix E

Riverside Fire Department Consent to Drug Alcohol Testing

See following page.

RIVERSIDE FIRE DEPARTMENT
CONSENT TO DRUG/ALCOHOL TESTING

I have been requested to submit to a drug and/or alcohol test pursuant to SOP Number _____.

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

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

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

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

Signature of Employee

Date

Printed Name of Employee

Signature of Witness

Date

Printed Name of Witness

Appendix F

Administrative Order to Submit to Drug/Alcohol Testing

See following page.

RIVERSIDE FIRE DEPARTMENT
ADMINISTRATIVE ORDER TO SUBMIT TO DRUG/ALCOHOL TESTING

Pursuant to SOP Number ____, you have been requested to voluntarily submit to a drug and/or alcohol test. It is our understanding that you have refused the request. Consequently, I am hereby issuing an administrative order for you to submit to a drug and/or alcohol test. Your refusal to submit may be deemed Insubordination and result in administrative discipline up to and including termination. Since you are acting under compulsion of the threat of discipline, the test results may not be used against you in any subsequent criminal proceedings.

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

Do you understand this order?

Response _____

Are you now willing to comply with the order and submit to the test?

Response _____

The foregoing was read and fully explained to:

Full name of person questioned

By:

Signature of person giving advisement

Date

The above is true:

Signature of person admonished/questioned

Date

Attachment C

ATTACHMENT C

PROCEDURE

- I. During normal day-to-day operations, no person shall be permitted to work in excess of 96 consecutive hours. In the event that a person works 96 consecutive hours, that person may not commence a new assignment until he/she has been off work for a minimum of twenty-four (24) hours.
- II. The 96-hour rule shall be temporarily suspended for the following reasons:
 - A. When four or more fire units are deployed on mutual aid/strike team assignments.
 - B. When 16 or more department personnel are deployed on mutual aid/strike team assignments, Urban Search & Rescue (US&R) activation, natural disaster, any other disaster assignment, or during any situation deemed necessary by the Fire Chief or his designee.
- III. Procedure for suspending and reinstating the 96-hour rule:
 - A. The Fire Chief or his designee shall notify all personnel via email when the 96-hour rule has been suspended.
 - B. The Fire Chief or his designee shall notify all personnel via email when the 96-hour rule has been reinstated.
- IV. Special circumstances:
 - A. Extra shifts (Department overtime, time exchange, vacation and/or holiday coverage, and combinations – 50/50s) entered into Telestaff before or during the period during which the 96-hour rule was suspended will be honored up to three days after the 96-hour rule has been reinstated.
 - B. Personnel must notify the on-duty battalion chief when such conditions exist.

DEFINITIONS:

None

ATTACHMENT D

20236 City Health/Vision Contributions

Group/Plan	Coverage Level	202 <u>36</u> Monthly Health/Vision City Contribution (Maximum)
Fire (70) PLAN: BLUE SHIELD PPO	<i>Employee (Only)</i>	\$ <u>775.99</u> <u>52.48</u>
	<i>Employee + 1</i>	\$ <u>1,658.04</u> <u>1,185.02</u>
	<i>Family</i>	\$ <u>2,171.16</u> <u>1,440.91</u>
Fire (70) PLAN: BLUE SHIELD HMO 15	<i>Employee (Only)</i>	\$ <u>746.77</u> <u>707.15</u>
	<i>Employee + 1</i>	\$ <u>1,249.84</u> <u>1,049.61</u>
	<i>Family</i>	\$ <u>1,609.63</u> <u>1,288.81</u>
Fire (70) PLAN: BLUE SHIELD HMO 20	<i>Employee (Only)</i>	\$ <u>726.06</u> <u>692.47</u>
	<i>Employee + 1</i>	\$ <u>1,207.83</u> <u>1,019.87</u>
	<i>Family</i>	\$ <u>1,551.45</u> <u>1,247.61</u>
Fire (70) PLAN: BLUE SHIELD TRIO 20	<i>Employee (Only)</i>	\$ <u>700.26</u> <u>671.33</u>
	<i>Employee + 1</i>	\$ <u>1,155.62</u> <u>977.07</u>
	<i>Family</i>	\$ <u>1,479.36</u> <u>1,188.53</u>
Fire (70) PLAN: KAISER HMO 15	<i>Employee (Only)</i>	\$ <u>752.83</u> <u>671.96</u>
	<i>Employee + 1</i>	\$ <u>1,261.47</u> <u>978.13</u>
	<i>Family</i>	\$ <u>1,612.91</u> <u>1,184.60</u>
Fire (70) PLAN: KAISER HMO 30	<i>Employee (Only)</i>	\$ <u>740.11</u> <u>666.46</u>
	<i>Employee + 1</i>	\$ <u>1,235.82</u> <u>967.03</u>
	<i>Family</i>	\$ <u>1,578.63</u> <u>1,169.75</u>
<u>Fire (70)</u> <u>PLAN: BS PPO HDHP</u>	<u><i>Employee (Only)</i></u>	<u>\$952.48</u>
	<u><i>Employee + 1</i></u>	<u>\$1,658.04</u>
	<u><i>Family</i></u>	<u>\$2,171.16</u>