

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

January 1, 2023 - December 31, 2025

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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, 2023, and ending at the close of regular business hours December 31, 2025.

**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 \$10,000 to be paid with the first pay period after City Council approval.
- B. Effective the first pay period following July 1, 2023, all members of the bargaining unit will receive a five percent (5%) 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**

A temporary 5% increase shall be given to a Firefighter assuming the duties of an Engineer, to an Engineer assuming the duties of a Captain, and to a Captain assuming the duties of a Battalion Chief.

**SECTION 6
SALARY DIFFERENTIALS/CERTIFICATION BONUSES**

- A. Employees eligible to receive the following assignment bonuses (stipends) shall have the bonus (stipend) calculated as a percentage of the base salary paid to an employee in the classification of Firefighter at top step, as follows:
 - 1. Paramedic (paid only to employees in classification of Firefighter) 15%
 - 2. Engine Certification 3%
 - 3. Squad Assignment 3%
 - 4. HazMat 4%
 - 5. Tech Rescue 4%
 - 6. Shift Investigator 4%

- B. All employees certified for Emergency Medical Services (EMS) as an EMT by the

Riverside County Health Department who do not receive the paramedic differential shall receive a 2% EMS bonus calculated as a percentage of base pay.

C. The City will provide the following bonuses to all qualifying employees:

1. A bonus equal to 5% of base salary to each employee who has earned a Bachelor's Degree from an accredited university or college in a job related area based on the same criteria used to determine eligibility for tuition reimbursement, provided that all individuals who possess a Bachelor's Degree at the time the certification program takes effect shall be entitled to the bonus, irrespective of the area of study.
2. A bonus equal to 2.5% of base salary, with the maximum aggregate bonuses available to any employee being 12.5% of the employee's base salary for the following:
 - a. Completion of course requirements for educational Certificates issued by the State of California:
 1. Fire Officer
 2. Chief Officer
 3. Instructor II
 4. Investigator II (to sunset for new award as of 12/31/23, except for those who are currently serving as Arson Investigators for the RFD Fire Investigations Unit)
 5. Fire Marshal (to sunset for new award as of 12/31/23)
 - b. Center for Public Safety Excellence Accreditation
-Fire Officer
 - c. A Fire Science equivalent Associate Degree from an accredited community college.
 - d. Special Operational Positions:
 1. Fully qualified by the CICC/NWCG position taskbook
 2. Qualified Strike Team Leader
 3. Qualified Division Group Supervisor
 4. Rostered and deployable Member of California Task Force 6 (USAR)
 - e. Specified Department Assignments:
 1. CPSE Accreditation Manager
 2. Insurance Service Office (ISO) Manager
3. A bonus equal to 2.5% of base salary to each employee who has earned an Executive Fire Officer Certification or a Master's Degree from an accredited

university or college in a job related area based on the same criteria used to determine eligibility for tuition reimbursement, provided that all individuals who possess a Master's Degree or Executive Fire Officer Certification at the time the certification program takes effect shall be entitled to the bonus, irrespective of the area of study.

4. An employee receiving a bonus for earning a Bachelor's Degree, Master's Degree, or Executive Fire Officer Certification shall not be entitled to a 2.5% bonus pursuant to section 6C2c.

Employees occupying the classification of Fire Engineer and Fire Captain who maintain Paramedic certification shall receive a bonus equal to 5% of their basic pay. These individuals will continue to be eligible to receive EMS bonus.

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

SECTION 7 MEALS

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

SECTION 8 VACATION SELECTION

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, 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. Each employee hired after September 21, 2001 shall be regarded as electing to receive holiday compensation in the form of time off with pay, provided that upon the conclusion of that individual's initial probationary period he/she shall have a one time only option to change that selection to provide that the employee will receive all future holiday compensation in the form of a cash payment. Each individual employed in a classification in the Fire Unit as of September 21, 2001 was required to make an irrevocable election whether to receive holiday compensation in the form of time off with pay or in the form of a cash payment.
- B. Employees electing pay shall receive it in one lump sum payment at the end of the last pay period the following November.

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

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

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

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

SECTION 10 TIME EXCHANGE

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

The unit member must:

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

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.

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 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 (or such other Trust as the Association may designate from time to time) in an amount equal to 75% of the value of the sick leave payout entitled the employee pursuant to Section 18C of this Memorandum of Understanding (MOU) based upon the employee’s rate of pay immediately preceding retirement. The remaining 25% of the sick leave payout entitlement shall continue to be paid in cash to the employee upon retirement. These contributions shall only be used to pay retiree health insurance premiums or health services expenses, in accordance with the terms of the Trust. The employee shall not have the option to receive a cash contribution for the value of the sick leave benefits contributed to the Trust fund in lieu of making those contributions.

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

a. The City shall also remit, on behalf of the employees of the Riverside City Firefighters Association, a defined contribution each month in the amount equal to one hundred dollars (\$100). 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.

**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 (70) sworn fire suppression personnel, excluding employees in the classification of Fire Battalion Chief and above. Of those 70, minimums shall apply to certain classifications as follows:

Fire Engineer	17
Fire Captain	17
Firefighter	36

The Training Division will be two (2) day assigned Training Captains and the Chief Arson Investigator will be a day assigned Fire 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 limited, abridge, restrict or modify the City's rights including, but not limited to, its pre-existing obligation to minimize overtime compensation.
- C. No sworn firefighting employee shall be permitted to work more than ninety-six (96) consecutive hours, in accordance with attachment C.
- D. Unit members assigned to "Day Shift" are eligible for a flexible work schedule

subject to Fire Chief and City Manager discretion and approval, consisting of a four-ten (4/10), nine-eighty (9/80) or substantially equivalent two-week work period. The operation of this clause is specifically excluded from the grievance procedure set forth in Section 24 herein and/or the City's Employer-Employee Relations Resolution or any other administrative remedy.

- E. Employees that are regularly assigned responsibility for canine handling and care shall receive fifteen (15) hours per month paid at the premium rate equal to time and one half (1 ½) of the employee's rate. This stipend represents a good faith estimate by RCFA and the City as to the average amount of time K9 handlers devote to animal care.
- 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	<p>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.</p> <p>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.</p>
Grievant	<p>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.</p>
Department Head	<p>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.</p>
Grievant	<p>4. <u>Step Two:</u> If the grievant is not satisfied with the decision of the department head, the grievant may, within ten (10) working days after receipt of the department head's decision, submit in writing the grievance and request for a hearing</p>

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. ~~throughout the term of this contract~~
- 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 the first pay period following January 1, 2025, all members of the Fire Engineer classification will receive a one and one-half percent (1.5%) 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.

The City and the Association agree to conduct a joint total compensation study. Parties will agree to a specific list of comparable agencies for Fire Department specific compensation by January 2025. 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 shall prepare a Policy addressing tattoos and other body art after meeting and conferring in good faith with authorized representatives of the Association. The policy shall identify which tattoos and body art must be covered while the employee is on duty and the matter in which any covering shall occur, taking into account heat stress and other safety factors.

SECTION 37

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

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

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

**SECTION 38
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

RIVERSIDE FIREFIGHTERS'
ASSOCIATION

By _____
Edward Enriquez/Interim Asst City Manager/CFO

By _____

By _____
Kristie Thomas/Interim Chief Financial Officer

By _____

By _____
Rene Goldman/Human Resources Director

By _____

By _____
Miriana Gonzalez/Deputy HR Director

By _____

By _____
Michael Moore/Fire Chief

By _____

DATED _____

By _____

By _____

DATED _____

ATTACHMENT D

2023 City Health/Vision Contributions

Group/Plan	Coverage Level	2023 Monthly Health/Vision City Contribution (Maximum)
Fire (70) PLAN: BLUE SHIELD PPO	<i>Employee (Only)</i>	\$775.99
	<i>Employee + 1</i>	\$1,185.02
	<i>Family</i>	\$1,440.91
Fire (70) PLAN: BLUE SHIELD HMO 15	<i>Employee (Only)</i>	\$707.15
	<i>Employee + 1</i>	\$1,049.61
	<i>Family</i>	\$1,288.81
Fire (70) PLAN: BLUE SHIELD HMO 20	<i>Employee (Only)</i>	\$692.47
	<i>Employee + 1</i>	\$1,019.87
	<i>Family</i>	\$1,247.61
Fire (70) PLAN: BLUE SHIELD TRIO 20	<i>Employee (Only)</i>	\$671.33
	<i>Employee + 1</i>	\$977.07
	<i>Family</i>	\$1,188.53
Fire (70) PLAN: KAISER HMO 15	<i>Employee (Only)</i>	\$671.96
	<i>Employee + 1</i>	\$978.13
	<i>Family</i>	\$1,184.60

Fire (70) PLAN: KAISER HMO 30	<i>Employee (Only)</i>	\$666.46
	<i>Employee + 1</i>	\$967.03
	<i>Family</i>	\$1,169.75