# The Riverside Police Officer's Association
# and
# The City of Riverside

# Memorandum
# Of
# Understanding
# Police Unit

December 2, 2016 - December 31, 2021

**MEMORANDUM OF UNDERSTANDING BETWEEN THE REPRESENTATIVES OF MANAGEMENT FOR**

**THE CITY OF RIVERSIDE**

**AND**

**RIVERSIDE POLICE OFFICERS' ASSOCIATION**

**(POLICE UNIT)**

## PREAMBLE

The purpose of this document is to set forth the full terms and conditions of employment for the Police Unit during for the term of December 2, 2016 through December 31, 2021. This consolidated Memorandum of Understanding is entered into with reference to the following facts:

Representatives of Management for the City of Riverside (hereafter "City") and representatives of the Riverside Police Officers' Association (hereafter "Association" or "RPOA") 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 Police Unit represented by the Association.

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**MEMORANDUM OF UNDERSTANDING JULY 7, 1970**

## ARTICLE 1: RECOGNITION CLAUSE

Pursuant to the provision of the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., the City of Riverside recognizes the Riverside Police Officers' Association as the exclusive bargaining representative of the employees in certain sworn safety ranks employed by the Riverside Police Department (hereinafter the 'Police Unit') as follows:

**Police Unit Included:** Police Officer, Police Detective, Police Pilot

**Excluded:** All other sworn safety ranks, all civilian employees, management, supervisory, confidential employees, and part-time employees.

## ARTICLE 2: PAY PRACTICES AND PROBATIONARY PERIOD

Section 2.1 GENERAL PAY

2.1.1 Wage increases during the term of this agreement are based on the rate of growth in the total combined dollar amount of the Balanced Revenue Index (BRI) in the General Fund, not to exceed one half (i.e. 50%) of the year-over-year rate of growth. The BRI is comprised of the Bradley Burns (1%) and any City of Riverside voter approved portion of the Sales Tax, the City's portion of the Property Tax (general property tax only, excluding local measures), the Transient Occupancy Tax, and the Utility Consumption Tax. Payments will be based on audited financials for each fiscal year.

2.1.1.1 Effective the first pay period following January 1, 2018, the base salary shall be increased a minimum of zero percent (0%) and a maximum of six percent (6%) based upon 50% of the rate of growth of the BRI from fiscal year 2015-2016 to fiscal year 2016-2017.

2.1.1.2 Effective the first pay period following January 1, 2019, the base salary shall be increased a minimum of zero percent (0%) and a maximum of six percent (6%) based upon 50% of the rate of growth of the BRI from fiscal year 2016-2017 to fiscal year 2017-2018.

2.1.1.3 Effective the first pay period following January 1, 2020, the base salary shall be increased a minimum of zero percent (0%) and a maximum of six percent (6%) based upon 50% of the rate of growth of the BRI from fiscal year 2017-2018 to

fiscal year 2018-2019.

2.1.1.4 Effective the first pay period following January 1, 2021, the base salary shall be increased a minimum of zero percent (0%) and a maximum of six percent (6%) based upon 50% of the rate of growth of the BRI from fiscal year 2018-2019 to fiscal year 2019-2020.

Section 2.2 STEP PROGRESSION

2.2.1 The years of service requirement for eligibility for merit increases on appointment or promotion are:

2.2.1.1 Step 1 to Step 2 - 6 months.

2.2.1.2 Each additional step within the range at one (1) year intervals.

2.2.1.3 Pay Step 4 of the Police Pilot salary range will be contingent upon the acquisition of a Certified Flight Instructor rating.

Section 2.3 EDUCATIONAL INCENTIVE

2.3.1 The City will grant all eligible unit members who qualify the following amounts for having and/or obtaining an Intermediate or Advanced Certificate from the Commission on Peace Officers Standards & Training (POST) of the State of California.

2.3.2 Intermediate Certificate – Ten percent (10%) of base salary premium pay for those who possess a POST Intermediate Certificate; or

2.3.3 Advanced Certificate - Fifteen percent (15%) of base salary premium pay for those who possess a POST Advanced Certificate.

The 2.5% increase for POST certificates given during the term of this agreement is effective retroactive to July 1, 2015.

Section 2.4 BILINGUAL PAY

The bilingual stipend shall be an additional three percent (3%) of base salary.

Section 2.5 ASSIGNMENT PREMIUM PAY

The assignment incentive pay for each employee serving in the listed capacities shall be as follows:

| | |
|---|---|
| Motorcycle Officer | 3% |
| Metro Team (Red Team) | 3% |
| Collateral Metro (Blue / White Team) | 1.5% |
| Metro Sniper Team | 1.5% |
| Hostage Negotiation Team | 1.5% |

The incentive pay calculation will be based off of the employee's base salary.

Section 2.6 FIELD TRAINING OFFICER (FTO) PREMIUM PAY

2.6.1 Field Training Officers earn straight compensatory time at the rate of 1.25 hours for each ten hours that they train a trainee. Each training shift will be entered on a Field Training Officer Log and these should normally be submitted when 80 hours of training have accrued, with an overtime slip requesting 10 hours of straight compensatory time.

2.6.2 All Field Training Officer Logs and overtime requests shall be submitted directly to the Field Training Program Coordinator or his designee for review and approval.

Section 2.7 TECHNICAL SERVICES UNIT (TSU) PREMIUM PAY

Any Officer / Detective who is a certified Explosive Ordinance Technician and is assigned to the Police Technical Services Unit

working as an Explosive Ordinance Technician shall receive an additional 10%.

Section 2.8 CANINE PREMIUM PAY

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 employees rate. This stipend represents a good faith estimate by RPOA and the City as to the average amount of time that K9 officers devote to animal care.

Section 2.9 SHIFT DIFFERENTIAL

2.9.1 Non-probationary Police Officers with five or more years service as a police officer who are regularly assigned to Watch A (Graveyard shift) shall receive additional compensation in the amount of $24.00 for each such shift; non-probationary police officers with five or more years of service as a police officer who are regularly assigned to Watch C (Swing shift) shall receive additional compensation in the amount of $18.00 for each such shift.

2.9.2 For the limited purpose of shift differential eligibility under this clause, "years of service as a police officer" shall mean service as defined under California Penal Code section 830.1 excluding time spent in Police Reserves, at the Academy and/or as a Cadet.

2.9.3 Under no circumstances shall assignments to Watches be considered "special assignments." Shift differential applies only to employees classified as Police Officer, and Police Pilot/Pilot Observer.

2.9.4 Subject to the conditions described herein, shift differential shall apply to officers assigned to Police Motorcycle Duty ("Motors"), Accident Investigation ("AI"), Metro Unit ("Metro"), Galleria Substation, and Parole And Corrections Team (“PACT”).

2.9.5 Police Motorcycle Duty ("Motors"), Accident Investigation ("AI"), Metro Unit ("Metro"), Galleria Substation, and Parole And Corrections Team (“PACT”) whose regularly assigned shift begins at 12:00 p.m. are eligible for the Watch C (Swing shift) differential. The foregoing language does not limit the Department's latitude to adjust the shift starting times as circumstances require.

2.9.6 The City and Association agree that it is a reasonable goal to have at least 50% of the officers assigned to Watch A and Watch C to be experienced Police Officers.

2.9.7 Accordingly, if the shift change bidding results in fewer than 50% of officers with five or more years of experience on either Watch A or Watch C, the Department reserves the right to assign the least senior officers with five or more years of experience to such Watches. If this process creates a need to assign to both Watches, the officers to be reassigned may select Watch A (Graveyard) or Watch C (Swing Shift) in seniority order.

Section 2.10 PROBATIONARY PERIOD

2.10.1 All employees shall serve a probationary period of 18 months with the exception of lateral police officers, (who have completed a probationary period in another law enforcement agency), who will serve a probationary period of 12 months. Promotional probationary period for detectives is 6 months.

Section 2.11 REOPENER ON LONGEVITY PAY

The Association and/or the City may request a re-opener no later than December 1, 2017 regarding longevity pay.

## ARTICLE 3 HOURS AND OVERTIME

Section 3.1 PAYMENT FOR OVERTIME

Overtime shall be compensated at one and one-half (1 ½) times the employee's regular hourly rate of pay for all hours worked beyond an employee's scheduled/normal shift. This is also referred to as the "premium rate."

3.1.1 MODIFIED DUTY MEDICAL APPOINTMENTS

Employees going to doctor appointments or physical therapy appointments during their modified duty hours are to code their timecard with the appropriate Industrial/Sick Leave Code for the time spent at these appointments. Doctor appointments and physical therapy appointments are not compensated by overtime.

Section 3.2 4 - 10 PROGRAM

The regularly scheduled hours of work for all sworn personnel classified as Police Officer, Detective, Helicopter Pilots and Tactical Flight Officers shall be four (4) days per week, ten (10) hours per day (the "4-10 program") subject to the conditions below:

3.2.1 MEAL PERIODS

Employees assigned to uniformed and non-uniformed services shall continue to be scheduled for the 4-10 program and their meal periods will continue to occur during the ten hour shift.

3.2.2 EXCLUSIONS

Light duty assignments, special assignments and/or major operations may be excluded from the 4-10 program at the discretion of the Chief, or designee. A special assignment is one that is for a limited defined duration, such as, for example, school resource officer, personnel and training, and public information officer. Such schedules will be determined by the Chief. Personnel applying for such special assignments will be notified of the applicable schedule prior to the time applications for the assignment are due.

Members who have been determined to have a work related injury (whether off work or on a modified duty assignment) will be assigned to work in the Personnel and Training Division during the hours of 0700 to 1700 Monday through Thursday. All medical appointments shall be expected to be scheduled on an assigned work day (Monday through Thursday between 0700 hours and 1700 hours). If an appointment is unavailable during those times and medical services are required on a Friday, Saturday, or Sunday, then the Member shall be expected to “flex” his or her time so as to avoid exceeding the 40 hour work week.

Section 3.3 COMPENSATORY TIME

3.3.1 Banking overtime hours worked as compensatory time or being paid as cash overtime is at the exclusive election of the employee.

3.3.2 The cap for maximum accumulation of compensatory time off for Police Officers and Detectives shall be one-hundred twenty hours (120).

3.3.3 During the course of each year, employees shall have

the option of cashing out earned compensatory time, with two weeks notice.

3.3.4 During each December, all accumulated compensatory time shall be paid for in cash unless the employee elects to retain time into the following year, wherein he/she may carry-forward forty (40) hours of accrued compensatory time upon such election. Should the employee have less than forty (40) hours of accumulated time and elects not to have it paid for in cash, the employee may retain and carry-forward the balance of his/her accumulated time.

Section 3.4 COURT TIME

3.4.1 The minimum compensation for court time shall be two (2) hours at the applicable overtime rate.

3.4.2 On each occasion where an employee covered by this agreement is required to appear in court in response to an order or subpoena in relation to an incident or event arising out of the course and scope of employment with the City at a time outside of the employee's regularly scheduled work shift, and an hour or more prior to the commencement of the employee's regularly scheduled work shift, such employee shall receive at least two (2) hours overtime compensation at the applicable regular rate of pay (i.e., the premium rate).

3.4.3 If such court appearance lasts for more than two (2) hours of off-duty time, the employee shall receive overtime compensation for the actual amount of all such off-duty time at the premium rate.

3.4.4 In circumstances where the court appearance is scheduled to commence less than one hour prior to the beginning of the employee's regularly scheduled work shift, the employee shall receive overtime compensation at the premium rate for the entire period between the scheduled commencement time of the court appearance and the time the employee's shift is scheduled to begin.

3.4.5 When an employee commences a court appearance during the course of a regularly scheduled work shift and the court appearance extends beyond the scheduled expiration of that shift, the employee shall receive overtime compensation at the premium rate for the entire portion of the court appearance that extends

beyond the scheduled termination of the employee's regular work shift.

3.4.6 Except as modified above, the existing practices, procedures and policies regarding court appearances and court time shall not be changed by this agreement and will continue in full force and effect.

3.4.7 For purposes of providing appropriate overtime compensation out of city travel to court, travel to and from court in Moreno Valley shall be standardized at thirty (30) minutes prior to the subpoena reporting time and at thirty (30) minutes following the officer’s release from court, regardless of actual travel time.

Section 3.5 ON-CALL PAY

3.5.1 An employee on call from the end of the regularly scheduled work shift to the beginning of the next day's regularly scheduled work shift shall be paid therefore at the rate of one (1) hour straight time pay; four (4) hours straight time pay shall be paid for each continuous twenty-four (24) hours on call. This provision also applies when an off duty unit member is on call for court.

3.5.2 Employees in a paid on-call status are required to promptly respond to the designated location and arrive within a reasonable period of time after being notified to respond. Reasonable response time shall be the time required to get ready and then drive at normal speeds to the designated duty location (including the need to first stop at the station if necessary). Employees subject to this provision must be able to arrive at the designated duty location within 60 minutes of notification.

Section 3.6 SHIFT CHANGE

The City reserves the right to replace the semi-annual shift change with an annual shift change.

3.6.1 Probationary Police Officers: Department management retains the discretion to assign probationary Police Officers to particular shifts until the shift change immediately following the employee’s successful completion of probation.

Section 3.7 TEMPORARY ADJUSTMENT OF HOURS AND DUTIES

The City of Riverside, at the discretion of the Chief of Police, reserves the right to reassign Police Department personnel, (including assignments and duties), and adjust employee schedules (including shift times, working hours, and days off) on a temporary basis, within 14 consecutive-calendar-day notice, to meet the operational needs of the Department, for planned and unplanned incidents.

## ARTICLE 4 GENERAL PROVISIONS

### Section 4.1 UNIFORMS

4.1.1 The City will provide required uniforms and safety equipment.

4.1.2 SWAT gear – The City, in consultation with the Red team Sergeant with respect to quality standards and functionality, will procure and provide one set of the following items to each Metro team member:

Uniform & Safety
Balaclava, Hatch #NH5000
2 Name tag, cloth
2 BDU pants
2 BDU Shirt
T-Shirt, Black w/ MFF emblem
HD Field Jacket
Nomex gloves
Boonie type hat
Leather rappel/fast rope gloves
Eye protection
Custom fit hearing protection
Knee pads
Handgun light
Flashlight
Tactical boots
Nylon under belt
Nylon cuff case
Nylon holster
Nylon keepers, set (4)
Nylon mag pouch, double
Nylon OC holder
Nylon radio holder
Nylon Sam Browne
Name tag, brass w/blk letters: METRO Team

### Section 4.2 VEHICLES

Detectives take city-assigned vehicles home under current practice as approved by the Chief of Police. The City will continue to permit detectives to take home City cars under the present practice for the term of this Agreement.

Section 4.3 SPECIAL ASSIGNMENT/COLLATERAL DUTY

At least three (3) years of sworn time with the Riverside Police Department is required for all special assignments and collateral duties, with the exception of Field Training Officer (FTO) assignments.

Section 4.4 RESTORATION OF POSITIONS/PATROL STAFFING

The Association and/or the City may request a re-opener no later than December 1, 2017 regarding restoration of positions/patrol staffing.

## ARTICLE 5 LEAVE PROVISIONS

Section 5.1 HOURS PER PAY PERIOD ACCRUAL FOR SICK LEAVE

Sick leave will accrue at the rate of 3.7 hours per pay period.

Section 5.2 FAMILY SICK LEAVE

Employees may apply any accrued leave balances for family illness or FMLA / CFRA. Family sick leave will be allowed only for the sickness or injury of the spouse, child, mother, father, registered domestic partner or child of domestic partner of the employee. Covered family relationships are defined by law, and do not include “in-laws.” There is no longer any requirement that the family member live in the same household.

Section 5.3 SICK LEAVE PAYOUT

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

5.3.1 Every person who has been employed for a continuous period of five years or more, but less than 10 years, immediately preceding said retirement or disability retirement shall receive payment comparable to twenty-five percent of accumulated and unused sick leave, or upon the death of every such person who has been so

employed for said continuous period immediately preceding said employee's death the estate or beneficiary of the deceased shall receive said payment.

5.3.2 Every person who has been employed for a continuous period of ten years or more immediately preceding said retirement or disability retirement shall receive payment comparable to fifty percent (50%) of accumulated and unused sick leave; or upon the death of every such person who has been so employed for said continuous period immediately preceding said employee's death, the estate or beneficiary of the deceased shall receive said payment.

Section 5.4 BEREAVEMENT LEAVE

Every regular, full time employee who has been in the continuous employ of the City shall receive bereavement leave as set forth in table 5.4.3, which is attached hereto and incorporated herein by reference.

5.4.1 All regular, full-time employees of the City, regardless of period of service, may in the event of death of any relative of the first degree by blood or marriage or any relative with whom they reside within the same household, or brother or sister, be allowed up to the equivalent of one (1) work week of paid bereavement leave. In the event of death of a relative of the second degree, who does not reside within the same household, paid bereavement leave for one (1) work day may be granted.

5.4.2 Persons regularly employed between twenty to twenty-nine hours per week may be granted one-half (1/2) of the applicable leave and persons regularly employed between thirty (30) to thirty-nine (39) hours per week may be granted three-fourths (3/4) of the applicable leave.

5.4.3

| Relative | Bereavement Time |
|---|---|
| Spouse | 1 week |
| Child | 1 week |
| Step-child | 1 week |
| Parent | 1 week |
| Step-parent | 1 week |
| Mother-in-law | 1 week |
| Father-in-law | 1 week |
| Grandchild | 1 day |

| | |
|---|---|
| Step-grandchild | 1 day |
| Grandparent | 1 day |
| Grandparent-in-law | 1 day |
| Aunt | Not covered |
| Uncle | Not covered |
| Brother | 1 week |
| Sister | 1 week |
| Step-sister | 1 week |
| Step-brother | 1 week |
| Brother-in-law | * See below |
| Sister-in-law | * See below |

- One (1) week is provided for the death of an employee's brother-in-law or sister-in-law of the first degree which refers to the employee's spouse's sibling.

- One (1) day is provided for the death of an employee's brother-in-law, or sister-in-law of the second degree which refers to the employee's sibling's spouse, OR the employee's spouse's sibling's spouse.

Section 5.5 MILITARY LEAVE

5.5.1 Military leave shall be granted to employees in accordance with the provisions of federal and state law. City Council reserves its right to supplement the aforementioned federal and state law military leave provisions.

5.5.2 Regular employees on approved Military Leave shall be entitled to their regular salary and compensation as a City employee for the first 30 calendar days of such leave in any fiscal year. Benefits are applied in accordance with Human Resources Policy.

5.5.3 The City shall provide continued health and dental benefits to such employee's dependents, provided that the dependents were covered for such benefits prior to the employee being called to active duty.

Section 5.6 LEAVE OF ABSENCE

5.6.1 Every employee of the City may be allowed a leave of absence without pay by said employee's department head or designee, not to exceed thirty (30) calendar days.

5.6.2 Every employee of the City, except temporary or seasonal employees, may be allowed a leave of absence without pay upon recommendation of said employee's department head or designee with the approval of the Human Resources Director not to exceed 120 calendar days. The 120 calendar-day period includes prior leaves under other policies taken for the same reason. For example, a department head may grant an employee a 30 calendar-day leave, and the Human Resources Director may approve an additional 90 calendar days of leave, which would total 120 days of leave.

Leave of absence beyond a 120 calendar-day period must be approved by the City Manager up to a one year period, which includes the prior leaves taken for the same reason. For example, a department head may grant an employee a 30 calendar-day leave; and the HR Director may approve an additional 90 calendar days of leave; and the City Manager may grant an employee an additional 225 calendar days of leave, which would total 345 calendar days of leave (i.e. one year).

5.6.3 Except as may be required by state or federal law, an employee of the City shall not be entitled to receive the benefits of vacation, holiday, sick leave or any portion of the City's contribution towards health, dental, life or disability insurance premiums while on such leave. Also, the employee's performance evaluation/merit increase date shall be subject to adjustment for all non-work time of twenty (20) days or more. The employee's hire date with the City will not be affected.

5.6.4 Family, Medical and Pregnancy Disability: Family, medical and pregnancy disability leave shall be granted to employees in accordance with the provisions of federal and state law.

## Section 5.7 RELEASE TIME

The City will grant release time up to 528 hours per year for the Association President or Board of Directors. The 528 hours is a

maximum total amount available collectively to the President and/or the Board during the course of the year.

Section 5.8 ADMINISTRATIVE TIME

While on Administrative Time Off (aka Administrative Leave or Administrative Suspension), an employee shall not be forced to use vacation and holiday time. However, an employee placed on Administrative Time Off with a previously approved vacation shall be permitted to take such vacation (using the employee's vacation bank) without restriction unless the Police Chief determines that the nature of the investigation concerning the employee, if any, requires the employee to remain reasonably available to respond to the police department and the Chief rescinds the approved vacation in his written suspension notice to the employee with specific reasons stated therefore. In such case, the employee shall be permitted to take his/her vacation immediately upon return to regular duties.

## ARTICLE 6 VACATION

Section 6.1 POLICY

Vacation leave shall be scheduled and approved by the department head. Subject to department head approval, employees may take earned vacation within the same calendar year it is earned. No paid vacation leave shall be allowed unless such leave has been already earned.

If, an employee has more than two years of accumulated and unused vacation, the excess vacation accrual, as of pay period beginning February 17, 2012, shall be paid off in cash on an hour-for-hour basis at the employee's regular hourly rate of pay. The department will not pay down any excess vacation that already existed prior to February 17, 2012. The department head reserves the right to require employees to schedule vacation so that the employee's vacation balance will be reduced to no more than two years of accumulation.

Section 6.2 VACATION SCHEDULE

The City's vacation schedule for the unit shall have the following vacation accrual schedule:

| Years of Service | Vacation Hours Earned |
|---|---|
| 0 – 4 | 80 |
| 5 - 9 | 120 |
| 10 + | 160 |

Section 6.3 VACATION INCENTIVE

Every unit member with more than 10 years and less than 15 years of total service time with the Riverside Police Department shall have credited to his/her vacation bank, in January of each year, an additional 20 hours if in the preceding calendar year the employee used less than 50 hours of sick leave.

Every unit member with more than 15 years of total service time with the Riverside Police Department shall have credited to his/her vacation bank, in January of each year, an additional 40 hours if in the preceding calendar year the employee used less than 50 hours of sick leave.

The effectiveness of this incentive will be assessed during the term of the contract for potential re-evaluation in the next contract.

Section 6.4 LEAVE APPROVAL

Requested time off (vacation) will not be denied on the basis of dropping below “minimum staffing” if made at least 14 days in advance. This provision only applies to patrol, and can be used up to two days per year.

The effectiveness of this incentive will be assessed during the term of the contract for potential re-evaluation in the next contract.

**ARTICLE 7 HOLIDAYS**

Section 7.1 HOLIDAYS OBSERVED

Authorized holidays are as follows:

New Year’s Day – January 1st
Martin Luther King Day – 3rd Monday in January
President’s Day – 3rd Monday in February
Cesar Chavez Day – Last Monday in March
Memorial Day – Last Monday in May
Independence Day – July 4th
Labor Day – 1st Monday in September

Veteran’s Day – November 11th
Thanksgiving – 4th Thursday in November
Day after Thanksgiving – 4th Friday in November
Christmas Eve – December 24th
Christmas Day – December 25th

Section 7.2 ELECTION DAY NOT A HOLIDAY

The provisions of state law making every day on which an election is held throughout the state a state holiday shall not apply or create a holiday.

Section 7.3 OBSERVANCE OF HOLIDAYS

7.3.1 Uniformed Services: (including: Patrol, Metro, POP, Bike Team, Motors, K9, Accident Investigations, Air Unit, Galleria Officers, U.N.E.T., and the P.A.C. Team ) Each holiday will be observed on the actual date of said holiday.

7.3.2 Non-uniformed Services: If an authorized holiday falls on a Sunday, the following Monday shall be treated as the holiday. If an authorized holiday falls on a Saturday, the preceding Friday shall be treated as the holiday.

Section 7.4 HOLIDAY TIME CREDIT

Holiday time will be credited based on shift hours. This means, for example, that an employee assigned a 10 hour shift shall receive 10 hours holiday time credit, and an employee assigned a 12 hour shift shall receive 12 hours holiday time credit. Similarly, an employee on a 10 hour work day authorized to be off on a holiday shall be considered as having worked 10 hours on the holiday.

7.4.1 When the holiday falls on the employee's normal day off, the employee may elect to take the holiday off on another day within that same pay period subject to the same options listed above. Management must approve an employee’s choice of day off at least two weeks prior to the holiday.

7.4.2 Each employee shall have the option to defer receipt of compensation for each holiday occurring during the calendar year until the end of the year, at which time the employee shall receive a cash payment equal to the value of all unused or unpaid holidays. Such election shall occur prior to January 1 of each year.

7.4.3 For members who have been determined to have a work related injury (whether off work or on a modified duty assignment), holiday pay will be calculated based on the days and hours of their assignment at the time of the on-duty injury.

## ARTICLE 8: EMPLOYEE INSURANCE

Section 8.1 MEDICAL / DENTAL

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

Employee Only - $510.00
Employee plus one (1) dependent - $930.00
Employee plus two (2+) or more dependents - $1,232.00

Effective the first paycheck in December 2016, the monthly City contribution for employee + one will increase by forty dollars ($40) bringing the monthly amount to nine hundred and seventy dollars ($970). The monthly City contribution for employee + two or more will increase by fifty five dollars ($55) bringing the monthly amount to one thousand two hundred and eighty seven dollars ($1,287). The monthly City contribution for employee only coverage will increase by thirty dollars ($30) bringing the monthly amount to five hundred and forty dollars ($540).

Effective the first paycheck in December 2018, any increases in health insurance premiums from that time forward will be divided equally between the City and employees. This provision shall not apply to individuals with employee only coverage until the premium exceeds the amount to the City's monthly contribution.

8.1.2 The contribution amounts listed in 8.1.1 can be used for medical and dental premiums.

8.1.3 During the term of this agreement, the City may discontinue any health insurance plan which does not maintain City-wide enrollment of at least 150 employees.

8.1.4 The contributions do not apply to the third payroll period in any one month.

Section 8.2 LIFE INSURANCE

The City shall purchase for affected employees a six thousand dollar ($6,000) term life insurance plan.

Section 8.3 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 8.4 HEALTH INSURANCE WAIVER STIPEND

A. Effective November 2012, employees who do not elect to participate in the City's health insurance program and receive the contributions described in section 8.1.1 and can show proof of insurance shall receive a stipend of $2,000 the last pay period payroll period in November 2013. The same shall apply each November for the length of this agreement.

B. Employees must be employed through the end of the last payroll period in November to qualify for this benefit.

C. Current employees on payroll through November who did not work the entire 12-month period shall earn the stipend on a pro-rata basis.

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

The Association and/or the City may request a re-opener no later than December 1, 2017 regarding any issues not resolved, which were previously deferred to the Health Benefits Committee.

## ARTICLE 9: RETIREMENT

Section 9.1 RETIREMENT PLAN

For bargaining unit employees hired on or before February 16, 2012, the City shall pick up each affected employee's standard contribution to the Public Employees' Retirement System (PERS) not to exceed nine percent (9%) of the affected employee's compensation reported to PERS. Said PERS pickup shall be credited to the employee's account with PERS.

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 pension income of the affected member contribution for public safety members of CalPERS.

Effective the first pay period following January 1, 2018, if a wage increase is in excess of two percent (2%), represented employees in Retirement Tier 1 shall pay a portion of the required employer contribution equal to one and one half percent (1.5%) of pensionable income pursuant to the cost-sharing provisions set forth in California Government Code Section 20516(f).

Effective the first pay period following January 1, 2019, if a wage increase is in excess of two percent (2%), represented employees in Retirement Tier 1 shall pay an additional portion of the required employer contribution equal to one and one half percent (1.5%) of pensionable income pursuant to the cost-sharing provisions set forth in California Government Code Section 20516(f).

Effective the first pay period following January 1, 2020, if a wage increase is in excess of two percent (2%), represented employees in Retirement Tier 1 shall pay an additional portion of the required employer contribution equal to one and one half percent (1.5%) of pensionable income pursuant to the cost-sharing provisions set forth in California Government Code Section 20516(f).

Effective the first pay period following January 1, 2021, if a wage increase is in excess of two percent (2%), represented employees in Retirement Tier 1 shall pay an additional portion of the required employer contribution equal to one and one half percent (1.5%) of pensionable income pursuant to the cost-sharing provisions set forth in California Government Code Section 20516(f).

Bargaining unit employees hired on or after February 17, 2012 shall pay 100% of the employee's normal contribution (currently 9%) to PERS.

9.1.1 The above PERS pick up shall not be considered as base salary but shall be considered employer contribution pursuant to Section 414(h)(2) of the Internal Revenue Code.

9.1.2 Except as provided below, the City shall provide the One-year Highest Compensation benefit for all Police Unit employees. (Government Code Section 20042)

Bargaining unit employees hired after approval of this Agreement and execution of a forthcoming PERS amendment shall receive the average of the three highest years compensation benefit. (Government Code Section 20037)

9.1.3 For employees who intend to retire after May 15, 1992, they may elect to have their final year's salary augmented by the 9% currently being contributed by the City to PERS. By so doing, the employee becomes responsible for paying his/her contribution to PERS. Notice to the City of intent to retire and to exercise this option must be given one (1) year in advance and must represent the employee's good faith intent to retire; under no circumstances will this option be available for more than twenty-six (26) pay periods for any one employee.

9.1.4 The City shall provide the Public Employees Retirement System (PERS) three percent (3%) at age fifty (50) retirement benefit for eligible unit members retiring on or after the effective date December 17th, 2004.

9.1.5 The City will contract with Public Employee's Retirement System to provide the ½ Widow's continuance option, known to PERS as the '1957 Survivor Benefit' to all safety employees in the Police and Supervisory units.

9.1.6 The City will contract with PERS for the third level 1959 Survivors' Benefit.

Section 9.2 DEFERRED COMPENSATION

The City shall make available to affected employees its 457 deferred compensation programs.

9.2.1 The City will implement a program permitting unit members to elect to place overtime pay, compensatory time, and excess vacation time into their respective deferred compensation accounts. The amounts remain subject to limits established by plan administrators or the Internal Revenue Service.

Section 9.3 HEALTH INSURANCE COVERAGE FOR RETIREES

The City will provide a group medical health insurance policy similar to the health insurance carriers currently provided to active employees at the retiree's own expense without any City contribution toward the premium for said policy.

9.3.1 The Association and/or the City may request a re-opener no later than December 1, 2017 regarding any issues not resolved, which were previously deferred

to the Health Benefits Committee.

Section 9.4 RETIREE HEALTH INSURANCE FUND (2006 Plan)

In addition to the Health Insurance Fund for Retirees (1991 Plan) addressed in Section 9.4, the Association shall create and manage a Trust Fund to help offset medical costs for retirees.

9.4.1 Effective July 1, 2006, the City shall contribute each month toward a retiree medical trust fund to be established by the Association an amount equal to fifty dollars ($50) for every active employee in this unit of representation who is in a paid status. Until the trust fund has been established, the funds will be deposited by the Association into an interest-bearing account. As soon as the trust has been established, the funds in that account will be transferred by the Association to the trust.

9.4.2 Effective January 1, 2008, the City will contribute one hundred dollars ($100) monthly for every active employee in this unit of representation into said fund.

9.4.3 The trust shall provide post-retirement medical benefits only to individuals who have retired under any of the following conditions:

1. A service retirement with fifteen (15) or more years of sworn service with Riverside Police Department.

2. An industrial disability retirement with the City of Riverside

9.4.4 The Association agrees to allow the City to audit the books and records of the trust at the City's request. The City's contribution to this Trust as described in this agreement is a Defined Contribution and is not a Defined Benefit.

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.

## ARTICLE 10: ATTENDANCE AT TRAINING OR SCHOOLS

Section 10.1 ADO WITH 28 DAYS NOTICE

Any member who attends mandatory or required training or school (as defined below) on his or her regularly scheduled time off shall receive Adjusted Day Off ("ADO") hours for time spent in training or school if the City provides written notice twenty-eight (28) days or more in advance of the first date on which the member is scheduled to attend training or school.

Mandatory training time shall be adjusted at straight time on an hour-for-hour basis.

Travel time to or from a mandatory training location outside the City of Riverside will likewise be adjusted at straight time on an hour-for-hour basis.

Mandatory training time and/or training travel time in a single day which constitutes 80% or more of an employee's regularly scheduled shift hours, may be adjusted on a day-for-day basis at the discretion of the Training Bureau Commander or the employee's Division Commander.

For purposes of this Agreement "mandatory or required" training or schools shall include any training or schools where members of RPOA are required or ordered to attend by police management.

Section 10.2 ADO SCHEDULING

Adjusted days off shall be mutually agreeable to the member and the Department, or, if no agreement is reached, adjusted days off shall be in conjunction with the member's regularly scheduled days off.

Section 10.3 OVERTIME FOR UNUSED ADO'S

ADO's not taken within the same twenty-eight (28) day work period in which the employee attended mandatory school or training shall result in the City treating the equivalent of such time not taken but spent in mandatory school or training as time actually worked for purposes of computing entitlement, if any, to overtime compensation under the Fair Labor Standards Act ("FLSA").

Section 10.4 28 DAY WORK PERIODS IDENTIFIED

Current year FLSA twenty-eight (28) day work periods shall be identified by the Police Department by making some notation on the paycheck stubs of each RPOA member, or provide such information to the police accounting section who will generate a

calendar and disseminate it to all sections, which shows the work period for each RPOA member and which indicates the length of that period and its starting time.

Section 10.5 FAILURE TO PROVIDE 28 DAY NOTICE

Any member who is required to attend training or school on his or her regularly scheduled day off shall receive overtime compensation (pay or compensatory overtime hours, at the member's discretion, not to exceed the negotiated cap) at the rate of time and one-half of his/her "regular rate of pay" for each day spent attending such training or school if the City fails to provide the member with written notice of the training or school at least twenty-eight (28) days in advance of the first day on which the member is scheduled to attend training or school.

Section 10.6 28 DAY NOTICE WAIVER

A member may voluntarily waive his/her right to twenty-eight (28) day advance notice, in which case he/she shall receive Adjusted Days Off as if the City provided at least twenty-eight (28) days notice as explained in Section 10.1 above.

Section 10.7 MEET AND CONFER WAIVER

The City and the Association waive their rights to compel the other to meet and confer regarding scheduling and/or compensation with respect to attendance at training or school as explained in this Section during the current labor contract negotiations or in connection with a successor Memorandum of Understanding.

Section 10.8 ADHERENCE TO PROVISIONS

The above provisions regarding training or school shall be strictly adhered to by police management in all divisions within the Department.

## ARTICLE 11: TRANSFERS WITHIN THE DEPARTMENT

Section 11.1 MEET AND CONFER REGARDING TRANSFER POLICY

The City and RPOA agree to meet and confer regarding the department transfer policy. The Riverside Police Department Policy and Procedure Number 5.20 Transfer Policy shall be incorporated into this Memorandum of Understanding.

## ARTICLE 12: PROMOTION AND RECLASSIFICATION

Section 12.1 DETECTIVE PROMOTIONAL PROCESS

The promotional process for Detective will be agreed upon between the Police Department Management and the RPOA, and will be detailed in the Standard Operating Procedure for the Personnel Bureau.

12.1.1 At the conclusion of the testing process Human Resources will develop a list of the passing candidates and rank them, according to final scores (reflected as both raw and percentage) based on the weighted selection components from highest to lowest scores (rank order). One copy of the list will be provided to the Riverside Police Officer's Association. The list provided to the RPOA will identify the employees by name in rank order. Each employee participating in the testing process will be informed of their ranking on the list (e.g. 4 out of 20).

12.1.2 A list of the top ranked three (3) candidates in alphabetical order will be referred to the Chief of Police for an open Detective position.

For multiple openings, two additional candidates shall be referred to the Chief of Police for each vacancy. For example, in the event that there are two (2) openings, the top ranked five (5) candidates (3+2) would be referred to the Chief of Police. In the event there are 3 openings, the top ranked seven (7) candidates (3+2+2) would be indicated on the list provided to the Chief of Police. If one or more candidates receive an identical score for ranking on the certified list (tied), the candidates with the same score will hold the same ranking on the list. The tied candidates will all be referred for selection when their ranking is reached on the list. There will be a gap in the list numbering based upon the number of tied candidates (i.e. if 2 employees are tied for third place, the list will have 2 employees ranked #3, no one will be ranked #4 on the list.)

12.1.3 The Chief of Police with concurrence of the Director of Human Resources may remove a candidate from the list if a factual basis for doing so exists. The Director of Human Resources shall notify that candidate, in writing, that he or she has

been removed from the list.

12.1.4 The Chief of Police may promote from the certified list provided by the Human Resources Department in accordance with Section 12.1.4.6 or the Chief may, with concurrence of the Director of Human Resources, reject or terminate the certified list with good cause.

12.1.5 The Chief of Police shall provide, in writing, the reasons for requesting the rejection or termination of the certified list to the Director of Human Resources who shall either accept or deny the request. The Human Resources Department will notify candidates of the reason(s) for terminating the list.

12.1.6 Effective beginning with the certified list generated in 2012, the list of eligible candidates shall be valid for any openings in the Detective ranks for two years from the date the list was certified, unless earlier rejected or terminated.

Section 12.2 VACANCIES

Vacancies in the Detective job class will be filled as soon as they occur.

Section 12.3 RECLASSIFICATION POLICY

The City reclassification policy will provide for Unit members that employees who are reclassified will receive a salary increase to the next higher step upon reclassification.

**ARTICLE 13: PERFORMANCE EVALUATIONS**

Lieutenants shall review draft performance evaluations with Unit members prior to their finalization and being passed on to Captains.

**ARTICLE 14: DRUG TESTING**

Both parties remain committed to a drug-free workplace. The parties further agree to work together to evaluate and revise RPD's 1997 Drug Testing Policy.

**ARTICLE 15: REPLACEMENT OF PERSONAL ITEMS**

15.1 The City will reimburse Unit members for lost and/or

damaged personal items subject to the following conditions:

15.2 Such items are required for the job, but not provided by the City.

15.3 The items are lost and/or damaged while the employee is on duty, in the course and scope of duty; the loss is not caused by the negligence of the employee.

15.4 Total reimbursement per employee pursuant to this policy shall not exceed $100 per fiscal year. Subject to the same dollar limitation, reimbursement for civilian clothes shall be at the level equal to the comparable uniform component.

15.5 Reimbursement shall not be required where the employee's insurance covers the item.

15.6 Notwithstanding any of the above, this policy shall not apply to second or back-up weapons or personal vehicles not required by the Department to be utilized.

15.7 Utilization of this policy for any one incident constitutes a waiver of the right to pursue reimbursement for that item or incident from the City in other administrative or legal forums; otherwise the existence of this policy does not constitute a waiver of either party's defenses or remedies in connection with additional incidents during the same fiscal year.

## ARTICLE 16: GRIEVANCE PROCEDURE

Section 16.1 PURPOSE

To provide employees with an orderly procedure for processing a grievance. The current M.O.U. for the bargaining unit should be referenced as to specific language.

Section 16.2 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.

Section 16.3 POLICY

Regular employees 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.

16.3.1 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.

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

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

16.3.2.2 In the event the City fails to meet a time limit, such failure shall allow the grievant to proceed to the next level of the grievance procedure.

16.3.3 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.

Section 16.4 PROCEDURE

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

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

| | | |
|---|---|---|
| Grievant | 2. | Step One: If the grievance is not adjusted to the satisfaction of the grievant within five (5) working days after presentation of the grievance, the grievant may submit the grievance in writing to the department head within the next ten (10) working days. |
| Department Head | 3. | Meets with the grievant within five (5) working days of receipt of the written grievance and communicates a decision to the grievant within five (5) working days after the meeting. |
| Grievant | 4. | 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. Management has the discretion to either change work schedules or pay overtime for the grievant to attend hearings. Any schedule changes in this regard will be made with reasonable advanced notice. |

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 eighty (80) hours or more, 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.

Administrative Appeal Hearing

6. An Administrative Appeal Hearing process shall be provided to all members of the bargaining unit. This appeal hearing process will be applicable to any administrative actions that may be considered punitive as defined by the Public Safety Officer Bill of Rights. The specific procedures related to this hearing process will be included in the Riverside Police Department Policy and Procedures Manual.

**ARTICLE 17: AGENCY SHOP**

17.1 The Agency Shop provisions shall be applied for the

term of this agreement as follows:

17.2 Subject to Article III Section 4, payroll deductions, of the City's Employer-Employee Relations Resolution, upon the voluntary written authorization of bargaining unit employees, the City shall deduct and remit to the Association, the Association's initiation fee and periodic dues for members of the Association.

17.3 Any unit member who is not a member of the Association or who does not make application for membership within thirty (30) days following the effective date of this paragraph, or, for those hired after the effective date of this paragraph, within thirty (30) days from the date of commencement of duties, shall become a member of the Association or pay to the Association a fee in an amount equal to the Association's periodic dues; provided, however, that the unit member may authorize payroll deduction for such fee in the said manner as provided in paragraph 17.2

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

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

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

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

his/her obligation by donating the equivalent amount to one of the non-labor, non-religion charitable funds, tax exempt under Section 501 (c) (3) of the Internal Revenue Code, listed below:

17.7.1 Riverside Police Officers Memorial Fund

17.7.2 Heart Association

17.7.3 American Cancer Society

17.8 Whenever a unit member shall be delinquent in the payment of dues or fees, the Association shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to MERO. In the event the unit member fails to cure said delinquency, the Association shall request, in writing, that the City initiate termination proceedings. The termination proceedings shall be governed by applicable state laws and are specifically excluded from the Grievance Procedures Agreement.

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

17.10 The Association shall keep an adequate itemized record of its financial transactions and shall make available annually to the City and, upon request to the employees who are members of the Association, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof In the form of a balance sheet and an operating statement, certified as to accuracy by its President and Treasurer or corresponding principal officer, or by a Certified Public Accountant. A copy of financial reports required under the Labor-Management Disclosure~~s~~ Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

17.11 This organizational security arrangement shall be null and void during the period following expiration of this Memorandum of Understanding and prior to entering into a successor agreement containing the same provision for organizational security. Additionally, this organizational security arrangement shall be null and void if rescinded by a vote of employees pursuant to Government Code Section 3502.5(b).

17.12 The Association will defend, indemnify and hold harmless the City of Riverside from any loss, liability or cause of action arising out of the operation of this article.

## ARTICLE 18: NO CONCERTED ACTIVITIES

18.1 During the term of this agreement, the Association, its officers, agents, representatives and/or members agree they will not cause, condone or participate in any strike, walkout, work stoppage, job action, slow down, sick-out, refusal or failure to faithfully perform assigned duties and responsibilities, withholding of services or other concerted interference with City operations, including compliance with the request of other labor organizations to engage in any or all of the preceding activities.

18.2 In the event of such activities, upon request by the City, the Association shall immediately instruct any persons engaging in such conduct that they are violating this agreement and that they are engaging in unlawful conduct and that they should immediately cease engaging in such conduct and resume full and faithful performance of their job duties.

18.3 In addition to any other lawful remedies or disciplinary action available to the City, the City may, in addition to the above, invoke any and all remedies available to it under its Employer-Employee Relations Resolution.

## ARTICLE 19: PROVISIONS BY LAW

19.1 It is understood that existing ordinances, resolution 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 ordinances, resolutions and policies, including the Employer-Employee Relations Resolution are hereby incorporated herein by this reference and made 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 set forth in Article I , Sections 4 and 5, and Article II Section 1 B of Resolution No. 15079, or its

successor, if any.

19.2 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 Resolutions.

19.3 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 of 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.

19.4 Upon ratification by the membership of the Association and by the City Council this MOU shall be effective through December 1, 2016 and for the durations of any agreed upon extension.

MEMORANDUM OF UNDERSTANDING 2016-2021
CITY OF RIVERSIDE, RIVERSIDE POLICE OFFICER'S ASSOCIATION
FOR THE POLICE OFFICER / DETECTIVE UNIT

**MANAGEMENT REPRESENTATIVES**
**CITY OF RIVERSIDE**

By _____
John Russo
City Manager

By _____
Alexander Nguyen
Assistant City Manager

By _____
Marianna Marysheva-Martinez
Assistant City Manager

By _____
Sergio Diaz
Chief of Police

By _____
Pia Rose
Interim Human Resources Director

By _____
Adam Raymond
Assistant Chief Financial Officer

Dated: December 7, 2016

Attest: _____
Colleen J. Nicol
City Clerk

APPROVED AS TO FORM

_____
Attorney

**RIVERSIDE POLICE OFFICERS' ASSOCIATION**

By _____
Brian Smith
RPOA President

By _____
Kevin Kauk
Officer Representative

By _____
Aurelio Melendrez
RPOA Vice President

By _____
Juan Munoz
Officer Representative

Dated: _____

# APPENDIX A

SILVER, HADDEN & SILVER
A PROFESSIONAL LAW CORPORATION

STEPHEN H. SILVER
WILLIAM J. HADDEN
SUSAN SILVER
ROBERT M. WEXLER
KEN YUWILER
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WORKERS' COMPENSATION
J. LEONARD STERN
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PERSONAL INJURY
OF COUNSEL
SHALE F. KREPACK

RECEIVED
MAY 12 1999
CITY MANAGER'S OFFICE

May 10, 1999

**SENT VIA FAX ON MAY 10, 1999 TO (909) 782-5470**

**ORIGINAL MAILED VIA FIRST CLASS MAIL ON MAY 10, 1999**

Larry Paulsen, Assistant City Manager
City of Riverside - City Hall
3900 Main Street, 7th Floor
Riverside, CA 92522

Re: Riverside Police Officers' Association/City of Riverside Fund

Dear Larry:

Per our recent meetings, conversations and correspondence, this letter will serve to advise you of the contemplated procedures and safeguards the Riverside Police Officers' Association (RPOA) intends to take if the City agrees to transfer control of, and the entire balance of, the Riverside Police Officers' Association/City of Riverside Fund (Fund) established on July 7, 1991, to the RPOA.

RPOA will assume total control of and responsibility for the Fund as well as sole liability for the money which will be held separately from other RPOA assets. RPOA will ensure that the original purpose and intent of the Fund continues by establishing a trust and an appropriate administrative and fiduciary oversight structure and policy.

As envisioned, upon completion of the transfer of the Fund, RPOA will oversee the governance and administration of the Trust by a board of overseers made up of members of the RPOA Board of Directors and/or other active and retired RPOA members. Administrative functions and duties will be assumed by that board of overseers and by the paid staff of RPOA. To fulfill its fiduciary responsibilities in overseeing the assets of the Trust, RPOA will develop and incorporate an Investment Policy Statement in the Trust Document. In addition, RPOA will name the Investment Brokerage firm of A.G. Edwards & Sons, Inc. as Investment Advisor to the Trust.

As you are aware, the Fund as established was specifically maintained as a government plan which was not subject to the strictures and requirements of the Employees' Retirement Income Security Act of 1974 (29 USC § 301, et seq., ERISA). RPOA will obtain expert legal advice as to its need to be subject to ERISA once it assumes control of the Fund. It may choose to do so, even if not so required. In addition, RPOA stands ready to release, indemnify and defend the City in all appropriate and legal ways from future responsibility for the transferred Fund and for its subsequent operation by RPOA.

Please let me know if you require further specifics. We can get you this information immediately. Also, we may want to discuss whether probationers who wish to contribute to the Fund once they become permanent employees will be able to do so through payroll deductions.

Sincerely,

Susan Silver

SUSAN SILVER

SS:clm
cc: Jeff Joseph, President
Ron Wright
Riverside Police Officers' Association
David Miller, Esq. (Via Facsimile 310-373-6808)

00563.ltr

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June 21, 2000

*REPLY TO* PALOS VERDES

**VIA FACSIMILE/ORIGINAL TO BE MAILED**

Susan Silver, Esq.
Silver, Hadden & Silver
P.O. Box 2161
Santa Monica, CA 90407-2161

Re: City of Riverside/
RPOA Negotiations;
Our file 2275.2.201

Dear Susan:

Enclosed are copies of the following documents:

1. Proposed Tentative Agreement; and

2. Side letter concerning comprehensive MOU.

By mail I will also forward Exhibit A to the Agreement which consists of the agreed upon Protocol for Fund Transfer and a copy of your letter dated May 10, 1999. Pursuant to your request I shall also forward a signed copy of the Special Agents' MOU from earlier this year.

After you have reviewed the tentative agreement kindly contact me if you have any questions, comments or concerns.

Very truly yours,

MILLER BROWN & DANNIS

David G. Miller

David G. Miller

DGM:sp
Encls.

cc: Larry Paulsen
Judith Griffith
Siobhan Foster
Sgt. Jay Theuer

## PROTOCOL FOR TRANSFER OF FUND

The City of Riverside (City) and the Riverside Police Officers Association (RPOA or Association) recognize the following elements as essential components for transferring the RPOA/City of Riverside Fund (Fund) assets and administration to a new trust fund to be established and administered by and through RPOA. In accepting these elements, the parties rely, in part, upon the representations from counsel for the RPOA as stated in her letter dated May 10, 1999:

1. Fund Assets and administrative responsibility for the Fund shall be transferred to the Association, subject to the following conditions.

2. The current Memorandum of Understanding will be amended as necessary to reflect this transfer.

3. RPOA will agree to defend , indemnify and hold the City harmless in connection with both the transfer and the administration of the Fund on or after the effective date of transfer.

4. The Transfer agreement will recite that the Fund's Principal shall be for the sole and exclusive use and distribution to eligible retirees for purposes of defraying the cost of premiums for approved medical insurance programs.

5. The definition of eligible retirees shall not change from that contained in the current Memorandum of Understanding for a period of at least three (3) years after the transfer; no such change in definition may occur without the City's approval, which approval will not unreasonably be withheld.

6. The RPOA will assume any and all tax consequences which may arise from the transfer and defend, indemnify and hold the City harmless for the tax consequences, if any, of such transfer.

7. If, at any time, the RPOA decides to terminate operation of the Fund, the excess amount remaining in the Fund will revert to the benefit of the bargaining unit and the City as currently outlined in Section 16, paragraph 9(a) of the parties' current Memorandum of

Understanding.

8. RPOA will secure a legal opinion upon which the City will rely informing the parties as to whether or not there must be City representation on the Board administering the Trust and, if so, in what proportion.

9. RPOA will secure a legal opinion upon which the City will rely informing the parties about the extent of liability or responsibility attaching prior to the date of transfer in the event the Fund becomes an ERISA Fund as a result of the transfer.

10. The parties waive any contention that this transfer triggers the dissolution provisions contained in Section 16, paragraph 13 of the parties' current Memorandum of Understanding.

Adopted for purposes of proceeding with the transfer this 2nd day of July, 1999.

| CITY OF RIVERSIDE | RIVERSIDE POLICE OFFICERS' ASSOCIATION |
| --- | --- |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

# APPENDIX B

BEN H. LEWIS
MAYOR

DANIEL E. STONE
CITY MANAGER

CITY COUNCIL

WAYNE H. HOLCOMB WARD NO.
JOHN M. SOTELO WARD NO.
ARTHUR J. PICK, JR. WARD NO.
A. NORTON YOUNGLOVE WARD NO.
H. H. BELDING, III, M.D. WARD NO.
SAM A. DIGATI WARD NO.
BRUCE B. BETZ WARD NO.

July 7, 1970

As a result of the meeting and consultation sessions between the management team and the Riverside Police Officers Association representatives of the police unit, agreement is reached on the following items:

1. The City will grant a general across-the-board salary increase in the amount of 8.5% effective as of the first pay period in July, 1970.

2. The City will adopt a new policy to provide that 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:

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

   b. More than 10 years' of continuous service will be paid 50% of unused accumulated sick leave.

3. The City will adopt a new policy providing for an education-incentive wage program based upon the Police Officer State Training system of issuing Certificates of Achievement. Police personnel holding an Intermediate Certificate will receive a 5% increase and those police personnel holding an Advanced Certificate will receive a 10% increase. Both the 5% and 10% increase will be based upon the officer's existing salary.

4. The City will grant a flat $55.00 per month hazard pay for motorcycle duty.

5. The City will assume full payment of the employee's monthly health insurance premium of the less expensive of the 2 plans now offered, regardless of which plan (Kaiser or Aetna) the employee chooses. This does not include any payment toward dependent coverage.

6. The current City holiday policy will be changed to permit police employees to have a holiday on any day so proclaimed by the President of the United States or Governor of the State of California by including the following statement in the City's holiday policy: "Any day that is declared a legal holiday by the President or the Governor". This holiday, if so declared, will be treated as any other holiday by police public safety personnel.

CITY MANAGEMENT TEAM:

RIVERSIDE POLICE OFFICERS ASSOCIATION TEAM: