MEMORANDUM OF UNDERSTANDING BETWEEN
THE REPRESENTATIVES OF MANAGEMENT FOR
THE CITY OF RIVERSIDE
AND
RIVERSIDE POLICE ADMINISTRATORS' ASSOCIATION

PREAMBLE

The purpose of this document is to set forth the full terms and conditions of employment for the Police Administrators' Association Unit for the term March 14, 2014 through March 14, 2016 or through any agreed upon extension. The City may re-open the Memorandum of Understanding in the year 2014 to meet and confer regarding retirement benefits. 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 Administrators' Association (hereafter "Association" or "RPAA") 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 for Lieutenants and Captains in the Police Administrators' Unit represented by the Association.

ARTICLE 1: RECOGNITION CLAUSE

Pursuant to the provisions of the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., the City of Riverside recognizes the Riverside Police Administrators' Association as the bargaining representative of the employees in certain sworn management ranks employed by the Riverside Police Department hereinafter the 'Association' as follows:

Administrators Unit Included:	The classifications of Police Lieutenant and Police Captain including those assigned to the rank of Deputy Chief.
Excluded:	All other sworn safety ranks, all civilian employees, executive, confidential employees, part-time employees and those at-will on contract.

ARTICLE 2: PAY PRACTICES

Section 2.1 GENERAL PAY

2.1.1 The salary range for top step Lieutenant shall be maintained at a level at least thirty-four and nine one thousandths percent (34.009%) above that of top Sergeant.

2.1.2 The salary ranges for top step captain shall be maintained at a level at least fifteen and seventy-four one-hundreds percent (15.74%) above that of top step Lieutenant.

2.1.3 Effective the first pay period following ratification of this MOU by the City Council, the base salary for Police Lieutenants and Police Captains shall be increased by five percent (5%) in exchange for elimination of the personal use of City-assigned vehicles.

2.1.4 Effective the first pay period following ratification of this MOU by the City Council, the base salary for Police Lieutenants and Police Captains shall be increased by an additional three and eight tenths percent (3.08%) in exchange for working sixty-four (64) hours of holiday time at the straight time rate of pay.

2.1.5 Employees covered by this Memorandum of Understanding are exempt from the Fair Labor Standards Act overtime pay requirements

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

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 – Seven and one-half percent (7.5%) premium pay for those who possess a POST Intermediate Certificate; or

2.3.3 Advanced Certificate – Twelve and one-half percent (12.5%) premium pay for those who possess a POST Advanced Certificate.

Section 2.4 BILINGUAL PAY

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

Section 2.5 COMPENSATION, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT IN RELATION TO THE RPOA SUPERVISORY UNIT

2.5.1 In the event that, during the term of this Agreement, the compensation, hours or other terms and conditions of employment within the scope of representation, as defined in California Government Code section 3504, of all or some employees in the classification of Police Sergeant are improved (hereinafter referred to as "fringe benefit improvements"), whenever possible, the same fringe benefit improvements shall be provided under the same terms to comparable employees in the management unit. Examples of fringe benefits include, but are not limited to, employer contributions toward the payment of premiums for health insurance, life insurance, disability insurance and other insurance for employees and eligible dependents, employer paid deferred compensation contributions, tuition reimbursement, education or P.O.S.T. incentive pay, paid leave benefits, employer paid post-retirement health insurance contributions, FMLA/CFRA benefits, overtime compensation, retirement benefits, hours of work, assignment pay, bilingual pay, and all other premium payments and bonuses, as well as future fringe benefits which may be provided to employees in the classification of Police Sergeants.

2.5.2 If it is not possible or practical to provide the same fringe benefit improvements to comparable

employees in this management unit, those comparable employees shall be afforded fringe benefit improvements of at least equal value. If the parties are able to agree on the net value of those fringe benefit improvements but are unable to agree on their form or nature, the improvement shall be afforded in the form of an across the board salary increase, which shall increase the minimum differential set forth above in section 1.1.2(a) of this Agreement.

2.5.3 In the event that, during the term of this Agreement, the wages, hours or other terms and conditions of employment within the scope of representation, as defined in California Government Code Section 3504, of all or some employees in the classification of Police Sergeant are reduced (hereinafter referred to as "fringe benefit reductions"), the Association shall elect whether employees in this management unit shall experience a reduction of equal value. If the Association elects to avoid the reduction and, thereafter, employees in the classification of Police Sergeant reacquire all or a portion of the reduced fringe benefits, employees in this management unit shall not then be entitled to receive those improvements or improvements of equal value pursuant to this Agreement.

Section 2.6 DEFERRED COMPENSATION

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

2.6.2 The amounts remain subject to limits established by plan administrators or the Internal Revenue Service.

2.6.3 The City will contribute $200 per month to Association members' deferred compensation plans.

Section 2.7 TUITION REIMBURSEMENT

The City shall provide tuition reimbursement for employees represented by the Association up to a maximum of $1,500 annually. The parties adopt the present City Education

Reimbursement Program for incorporation herein, except that the program is not subject to final approval upon the availability of budgeted funds. See Appendix A.

ARTICLE 3 HOURS AND OVERTIME

Section 3.1 HOURS OF WORK

Employees in the classification of Police Lieutenant shall work a "4/10" work schedule consisting of four (4) consecutive ten (10) hour work days and three (3) consecutive days off in a seven (7) calendar day period. , and employees in the classification of Police Captain will work a "9/80" work schedule consisting of eight nine-hour days and one eight-hour day over a two-week periodfor the period of this MOU.

3.1.1 MEAL PERIODS

Lieutenants shall continue to be scheduled for the 4-10 program and their meal periods will continue to occur during the ten hour shift.

3.1.2 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. 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.

ARTICLE 4 GENERAL PERSONNEL PROVISIONS

Section 4.1 TAKE HOME CARS

It is recognized that employees in the classifications of Police Lieutenant and Police Captain are routinely subject to call-out during non-duty hours, with the expectation of rapid response. To facilitate such a rapid response Police Lieutenants and Police Captains are assigned a City vehicle and are restricted to driving it for City business purposes only and to and from work in accordance with Department policy.

Section 4.2 UNIFORMS

4.2.1 The Lieutenant and backup Lieutenant assigned to the SWAT team will receive from the City one set of the following items:

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

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 as a sworn peace officer with any organization for a 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 as a sworn peace officer with any organization for a 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 Employees are entitled to request a leave of absence from work in accordance with the terms and provisions of the City of Riverside's Leave of Absence Without Pay (General) Policy of the Human Resources Policy and Procedures Manual.

5.6.2 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 of 20 hours per year for the Association President or designee.

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.

Section 6.2 VACATION SCHEDULE

The vacation accrual rates for RPAA represented employees shall be at the 200 hours per year level regardless of how long they have been employed by the City of Riverside.

Section 6.3 ANNUAL VACATION BUY DOWN

Represented employees shall have an annual option to convert to cash up to two hundred (200) hours of accumulated vacation benefits. The employees shall receive the same compensation for the hours converted as would have been provided had they used those hours to receive time off with pay at the time the option is exercised. The option shall be exercised during January of each year and the payment shall occur in the ensuing November, provided that the option can be rescinded or modified any time prior to the ensuing November 1st.

ARTICLE 7 HOLIDAYS

Section 7.1 JULY 7, 1970 MOU TERMS

Notwithstanding the terms of the July 7, 1970 MOU, the Association has consciously waived observance of the Cesar Chavez holiday during the term of this MOU.

Section 7.2 HOLIDAYS OBSERVED

Authorized holidays are as follows:

New Year's Day – January 1st
Martin Luther King Day – 3rd Monday in January
Lincoln's Birthday – February 12th
President's Day – 3rd Monday in February
Memorial Day – Last Monday in May
Independence Day – July 4th
Labor Day – 1st Monday in September
Columbus Day – 2nd Monday in October
Veteran's Day – November 11th
Thanksgiving – 4th Thursday in November
Day after Thanksgiving – 4th Friday in November
Christmas Day – December 25th

Section 7.3 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 7.4 OBSERVANCE OF HOLIDAYS

7.4.1 At the discretion of the Chief all unit members will observe each holiday on the date of the holiday except under provisions of section 7.5.3.

7.4.2 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 7.5 HOLIDAY TIME CREDIT

For all members in this bargaining unit holiday time shall be credited based on scheduled shift hours that the employee would have worked on that holiday.

7.5.1 For all members in this bargaining unit, when a holiday falls on the employee's normal day off, the employee may be compensated in one of three ways: (1) The employee may elect to take the holiday off on another day within that same pay period; (2) The employee may receive cash payment equal to the value of the holiday;

or (3) The employee may bank the holiday, deferring receipt of compensation until the last pay period in November.

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 under the medical insurance programs available through the City, not to exceed the following category limitations:

	Dec 2013	Dec 2014	Dec 2015
Employee	$480	$480	$480
Employee plus one (1) dependent	$850	$850	$850
Employee plus two (2+) or more dependents	$1,122	$1,122	$1,122

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.

8.1.5 Employees who do not elect to participate in the City's health insurance program and can show proof of insurance shall receive a stipend of $2,000 the last payroll period in November of each year. Employees must be employed through the end of the last payroll period in November to qualify for this benefit. Current employees on payroll through November who did not work the entire 12-month period shall earn the stipend on a pro-rata basis.

Section 8.2 LIFE INSURANCE

The City will provide RPAA represented employees term life insurance in an amount equal to twice the employee's annual base

salary calculated as of August 1st of each year. This insured amount will include accidental death and dismemberment.

Section 8.3 LONG TERM DISABILITY

8.3.1 The City shall contribute fifteen dollars ($15.00) per month per employee toward the group long term disability program maintained by the Association for its members.

8.3.2 If a RPAA represented employee does not participate in the Long Term Disability (LTD) program the City will contribute an additional $15 per month to the City's deferred compensation program for that Association member.

ARTICLE 9: RETIREMENT

Section 9.1 RETIREMENT PLAN

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System (CalPERS) and there are three (3) tiers for this MOU 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 before February 16, 2012

The retirement formula is 3% @ 50 years of age. Final compensation is calculated as the average of the single highest year based on the highest twelve (12) consecutive months. The City shall pick up each affected employee's required member contribution to CalPERS not to exceed nine percent (9%) of the affected employee's compensation reported to CalPERS. Said PERS pickup shall be credited to the employee's account with CalPERS.

B..Tier 2 – Employees hired on and after February 17, 2012 and until December 31, 2012 and employees hired on or after January 1, 2013 who are not "new members" as defined by the Public Employees Pension Reform Act (PEPRA) in California Government Code Section 7522.04(f).

The retirement formula is 3% @ 50 years of age. Final compensation is calculated as the average of the three (3) highest

years. Employees in Tier 2 must pay 100% of the employee's required member contribution to CalPERS.

C. Tier 3 – Employees hired on or after January 1, 2013 and who are defined by the PEPRA as "new members."

The retirement formula is 2.7% @ 57 years of age. Final compensation is calculated as the average of the three (3) highest years. Employees in Tier 3 must pay 100% of the employee's required member contribution to CalPERS.

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 The city shall provide the One-year Highest Compensation benefit for all Police Unit employees hired on or before February 16, 2012.
(Government Code Section 20042

Pursuant to California Government Code Section 20636(c), the City will report Employer Paid Member Contributions (EPMC, *i.e.,* "the pick up" described above in Section 9.1A) of pensionable income to the Public Employees Retirement System (PERS) each pay period to ensure the amount is calculated in the employees final calculation of compensation for retirement.

9.1.3 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 employees in the RPAA unit.

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

Section 9.2 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.

9.2.1 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.

9.2.2 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.

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

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

2. An industrial disability retirement with the City of Riverside.

9.2.4 The Association agrees to allow the City to audit the books and records of the trust at the City's request.

9.2.5 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) contributions to the retiree's PORAC Retiree Medical Trust – Individual Account (or such other Trust the RPAA may designate from time to time) in an amount equal to 80% of the value of the combined vacation and sick leave payout entitled the employee pursuant to Section 5.3 of this MOU based upon the employee's rate of pay immediately preceding retirement. The remaining 20% of the vacation and 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 vacation and sick leave benefits contributed to the Trust fund in lieu of making those contributions.

The RPAA has the right to alter the percentage of leave balance contribution from the 80% of the value of the combined vacation and sick leave payout entitled to the

employee pursuant to §5.3 of this MOU based upon the employees rate of pay immediately preceding retirement during the course of this agreement, on a uniform basis, for all RPAA members, subject to approval of the its members according to the RPAA's internal rules.

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 approached for providing comparable benefits. If the parties are unable to reach an agreement, the retiree shall receive the entire vacation and sick leave payout in cash pursuant to Section 5.3 of the MOU.

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

Section 9.3 HEALTH INSURANCE FUND FOR RETIREES (1991 Plan)

9.3.1 The City has established the RPOA/City of Riverside Fund (hereafter "Fund") for retirees in the amount of $750,000. That amount to be prudently invested so that it draws or bears interest. RPAA has no responsibility for administration of this RPOA Health Insurance Fund.

9.3.2 The principal of the Fund will be used to help pay premiums for group health insurance for police retirees from classifications belonging to the non-management unit covered by this agreement, or retirees from the Police Management Unit who were employed under the agreement during a period of salary contribution to the fund, regardless of retirement date, subject to the following conditions:

9.3.2.1 The Fund shall contribute Seventy-Five dollars ($75.00) per month for employees who retired prior to June 1, 1990.

9.3.2.2 The Fund shall contribute One Hundred Fifty dollars ($150.00) per month for employees who retire on or after June 1, 1990.

9.3.2.3 Notwithstanding the above amounts, in no event shall the contribution exceed the dollar amount being contributed to current employees at the employee only rate.

9.3.2.4 In order to be eligible, regardless of date of retirement, an employee must meet the following eligibility requirements:

9.3.2.4.1 An employee who receives a service retirement or a non-industrial disability retirement must have twenty (20) years' service in law enforcement as a sworn employee; of those 20 years a minimum of fifteen (15) years must be served as a sworn employee with the City of Riverside Police Department and the employee must have retired from the City.

9.3.2.4.2 Subject to the following provisions, an employee who receives an industrial disability retirement will be eligible after years of active service plus years on disability retirement equal 20, provided that the industrial disability retiree has served a minimum of five (5) years with the City of Riverside Police Department in a sworn capacity. Years of active service may include up to five (5) years sworn law enforcement service with another agency. The RPOA/City Advisory Group may make exceptions to the total years of service requirement for industrial disability retirements in case of catastrophic injury or other compelling circumstances. In the event the Advisory Group is deadlocked on any such question the matter shall be referred to expedited binding arbitration.

9.3.2.5 The spouse of a retiree for whom the City is making contributions may elect, upon the death of the retiree, to continue in the same plan for up to five (5) years at his/her own expense.

9.3.2.6 A retiree whose personal annual income, including retirement payments but excluding deferred

compensation withdrawals, exceeds the then current maximum base salary for the position held at time of retirement will not be eligible for City contributions during the ensuing year.

9.3.2.7 A retiree who is eligible for coverage under a different plan by virtue of his/her own employment or spousal employment is not eligible for such contributions during the period of such coverage.

9.3.2.8 It is contemplated that retirees who are temporarily disqualified under paragraphs 9.3.2.6 and/or 9.3.2.7 above may, at some time, no longer be ineligible under the criteria of those paragraphs. In such event, if during the period of ineligibility they did not maintain coverage in a City sponsored health insurance program at their own expense, they may apply for readmission to a City sponsored health insurance program for retirees. If the insurer will not let them back in and they qualify for and obtain an individual program of medical insurance, the Fund will make the appropriate contributions to them for so long as they remain insured and eligible. Neither the Association nor the City is a guarantor of readmission or admission to a City sponsored group health plan or to any other health insurance plan.

9.3.2.9 The City will not be requested to augment this particular Fund except as follows:

9.3.2.9.1 When the amount in the Fund equals or is less than the equivalent of a one percent (1 %) salary increase for the bargaining unit, the Association may request that the remainder of the Fund be applied one-half to the salary schedule and the other half revert to the City, or in connection with the next negotiations, propose that a new Fund be established or that the amount in the Fund be increased.

9.3.2.9.2 If the trigger point has been reached (Fund equals 1 % salary increase) and there is a significant chance the Fund may

exhaust itself before expiration of the then current Memorandum of Understanding the Association may request a reopener limited to the issues of retiree health insurance fund and salaries.

9.3.2.9.3 Any current employee who retires relying in whole or in part upon the availability of this benefit is not entitled to a continuation of the benefit beyond the funded amount. The continuation of this benefit is subject to the negotiating process and may be terminated through negotiations or by exhaustion of the Fund amount. In such event, the retiree will have no further right or entitlement to a continuation of this benefit. The rights of employees who have retired as of the date of this agreement are subject to the same limitations and conditions.

9.3.2.10 Entering into this agreement neither the Association nor the City is guaranteeing that City sponsored coverage will be available for persons who have retired prior to the effective date of this agreement. If City sponsored coverage is not available for any such retiree, he/she will be entitled to apply the contribution to payment of premiums for another health insurance plan in which he/she is enrolled. This section 9 titled "Health Insurance Fund For Retirees (1991 Plan)" is subject to the savings and separability language of this Memorandum of Understanding and it is understood and agreed that the voiding of one or more components of this program will not automatically void the remaining components of the program.

9.3.2.11 A joint Association/City advisory committee will review claims for contributions and decide disputed claims; and shall be provided with periodic reports as to the status of the Fund. The committee will consist of two members appointed by the Association and two members appointed by City management.

9.3.2.12 The establishment of this Fund is based on the principle that it is "governmental" and, therefore, exempt from ERISA. Any effort or enactment to bring this Fund under ERISA will cause the immediate dissolution of the Fund with one-half the remaining principal to be distributed in equal lump sums to the participating members and one-half to revert to the City.

9.3.2.13 The City's obligation is limited to contributions; it is not a guarantee of coverage. The City reserves the right to provide alternate plans and carriers, including a plan geared specifically for retirees.

9.3.2.14 As soon as practicable following the date of agreement, the City and Association shall arrange for the transfer of the then current Fund to the Association pursuant to the Protocol for Transfer and letter from counsel for the Association dated May 10, 1999.

9.3.2.15 The City and the RPOA will develop a process (such as the Insurance Advisory Committee) to review and thereafter complete a review of retiree health savings account options. Once completed, the parties may jointly agree to present proposals to City Council for consideration.

9.3.3 Enrollment Provisions for Post 1991 Hires

9.3.3.1 Unit members who were hired after July 1, 1991 and who have not already contributed to the RPOA / City of Riverside Fund (hereafter "Fund") either by direct contribution or by deferring the agreed upon percentage of pay shall have a one-time opportunity to participate in the Fund as follows:

9.3.3.2 Between September 1 and September 30, 1998 such unit members may elect to participate in the Fund by authorizing a payroll deduction equal to five percent (5%) of the current gross salary (exclusive of P.O.S.T.) of a top step patrol officer for a period of one (1) year, which sum will be deposited with the Fund. As an alternative, such

unit members may elect to make a one-time payment of the total amount into the Fund. A unit member hired after July 1, 1991 who has not yet completed his or her probationary period shall be subject to the conditions of section 9.4.3.4 below.

9.3.3.3 Unit members electing not to contribute shall be deemed to have waived participation in the Fund.

9.3.3.4 Unit members hired after ratification of this agreement shall be provided the same election opportunity as described in paragraph 9.3.3.2 above during the thirty (30) day window period following satisfactory completion of their probationary periods.

9.3.3.5 The Memorandum of Understanding language which provides that eligible employees include retirees from the Police Management Unit "(now known as RPAA),...who were employed under the agreement during a period of salary contribution to the fund, ..." shall apply to unit members electing to contribute and participate under the terms of this section and shall be interpreted to apply to eligible retirees from both the Police Management Unit and the Police Supervisory Unit.

9.3.4 Fund Transfer (1991 Plan)

As soon as practicable the City and Association shall arrange for the transfer of the Retirement Fund (1991 Plan) to the Association pursuant to the Protocol for Transfer and letter from counsel for the Association dated may 10, 1999 both of which are attached as exhibit C. Even though said letter identifies a particular investment brokerage firm to act as investment advisor to the Trust; the parties agree that the Association may utilize any other comparable registered investment advisor firm.

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 an Adjusted Day Off ("ADO") for each day 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.

For purposes of this Agreement "mandatory or required" training or schools shall include any training or schools where employees represented by RPAA 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 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 RPAA 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 RPAA member and which indicates the length of that period and its starting time.

Section 10.4 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 10.5 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 10.6 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

All assignments for employees represented by the Association are determined by the Chief.

ARTICLE 12: PROMOTIONAL PROCESS

Section 12.1 Subject to change these conditions guide the application process for filling a position opening for Captain:

12.1.1 All applicants must have completed probation,

12.1.2 Possess a Baccalaureate or higher degree from an accredited college or university at the time of application,

12.1.3 Submit an application with a brief resume attached (Applicants remain on the eligible list for two (2) years from the date of closing),

12.1.4 Submit to an examination by an inside oral board consisting of two (2) sworn command staff members of the rank of deputy chief or above. The oral board will review each applicant's Personnel File and resume and later discuss all candidates' qualifications with the Chief of Police.

12.1.5 The Chief of Police will individually interview as many applicants as deemed necessary to select for the vacant or created position(s).

12.1.6 Lieutenants who are not eligible to promote at the time of the announcement, but become eligible within six (6) months of the expiration of the current Captain promotional list, may submit an application and resume for inclusion on the list. However, prior to filling vacant or created positions, the applicant must also be subject to the same interview and review process. Those newly eligible Lieutenants will expire from the two year list at the same time the original list expires and they must reapply as outlined above.

Section 12.2 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: 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. The current Drug Policy is found in Appendix B.

ARTICLE 14: REPLACEMENT OF PERSONAL ITEMS

14.1 The City will reimburse Unit members for lost and/or damaged personal items subject to the following conditions:

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

14.3 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.

14.4 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.

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

14.6 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.

14.7 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 15: GRIEVANCE PROCEDURE

Section 15.1 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 15.2 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 15.3 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.

15.3.1 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.

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

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

15.3.2.2 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.

15.3.3 Arbitration Costs and Selection –

15.3.3.1 Only for Association approved actions, the

cost of the services of a hearing officer/arbitrator, including but not limited to fees, per diem expenses and travel and sustenance expenses will be borne by the losing party. If the identity of the losing party is not clear from the award, and/or the parties disagree on who is the losing party, they may request the arbitrator to designate the losing party for purposes of this clause. All other costs shall be borne by the party incurring them. For the purpose of this agreement, a decision by a hearing officer/arbitrator which rescinds a demotion or termination will be considered a loss by the City.

15.3.3.2 Only for Association approved actions, prior to requesting the hearing officer/arbitrator, the Association shall deposit with the City $3,000 to be used to pay all or a portion of the cost described above. If the Association or Association member is deemed not to be the losing party the deposit will be returned by the City within 30 days of receipt of hearing officer/arbitrator's decision. Without this deposit, both parties agree that a hearing will not be scheduled, regardless of circumstances.

15.3.3.3 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.

Section 15.4 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.

   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.

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 will be included in the Riverside Police Department Policy and Procedures Manual.

ARTICLE 16: AGENCY SHOP

16.1 The Agency Shop provisions shall be applied for the term of this agreement as follows:

16.2 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.

16.3 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 16.2

16.4 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.

16.5 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.

16.6 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.

16.7 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:

16.7.1 Riverside Police Officers Memorial Fund

16.7.2 Heart Association

16.7.3 American Cancer Society

16.8 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.

16.9 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.

16.10 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 Disclosures Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

16.11 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).

16.12 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 17 NO CONCERTED ACTIVITIES

17.1 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.

17.2 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.

17.3 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 18: PROVISIONS OF LAW

18.1 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, Meyers-Milias – Brown Act 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.

18.2 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.

18.3 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. If any provision is, 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.

18.4 Upon ratification by the membership of the Association and by the City Council this MOU shall be effective through March 14, 2016.

MEMORANDUM OF UNDERSTANDING 2014-2016
CITY OF RIVERSIDE, RIVERSIDE POLICE ADMINISTRATORS' ASSOCIATION
FOR THE LIEUTENANT AND CAPTAINS UNIT

MANAGEMENT REPRESENTATIVES
CITY OF RIVERSIDE

By _____
Belinda Graham
Assistant City Manager

By _____
Rhonda Strout
Human Resources Director

By _____
Sergio Diaz
Chief of Police

By _____

By _____

Dated: 3/28/14

RIVERSIDE POLICE
ADMINISTRATORS' ASSOCIATION

By _____
Dan Hoxmeier
President

By _____
Mike Perea
Captain Representative

By _____
Ed Blevins
Negotiator

By _____
Vance Hardin
Negotiator

By _____
Eric Charrette
Lieutenant Representative

Dated: 3/27/14

Attest: _____
City Clerk

APPENDIX A

Approved:

Human Resources Director

City Manager

Number: V-6 Effective Date: 07/02

SUBJECT: EDUCATION REIMBURSEMENT PROGRAM

PURPOSE:

To encourage employees of the City to take educational courses and training programs which shall enhance and broaden the performance of their present duties and prepare them for advancement opportunities.

POLICY:

Efforts shall be made to provide training and educational assistance for all levels in the City, from those requiring a minimum of specialized skills to those requiring higher education preparation. Completion of a training or educational course shall not guarantee promotion or advancement of an employee, but is intended to expand skills and knowledge, thus providing the individual with higher levels of opportunity and performance.

The funds for the Education Reimbursement Program shall be part of the City-wide training funds budgeted by the Human Resources Department/Training Division. Reimbursement may only be received for courses which are job related or lead toward possible advancement in the City.

The Human Resources Director shall be responsible for administering the Education Reimbursement Program and shall have the authority to approve or deny a request for education assistance. Potential benefit of the course to the City, the recommendation of the department, the employee's work performance, length of service, previous educational background, and the amount and types of courses previously taken by the employee may be considered. Approval shall be limited to courses offered by accredited colleges, universities, community colleges, adult education, or vocational programs. Accredited courses offered "on-line" through distance learning are included. Normally, correspondence courses shall not be approved for reimbursement under this program.

Requests shall be reviewed and approved on an ongoing basis. The employee must receive the recommendation of the department head and approval by the Human Resources Director prior to starting a course. In the event of insufficient budgeted funds, approvals shall be tentative, placed on a waiting list, and subject to final approval upon the availability of budgeted funds. The waiting list shall terminate at the end of each fiscal year. Only courses that receive final approval shall be reimbursed. In no event will a course be reimbursed if there are insufficient funds.

When an employee is required by the department to attend a particular course or seminar, normally the expense shall be the responsibility of the respective department and employee.

As a general rule, time spent on approved educational courses should be outside of scheduled working hours and shall not be considered as time worked for the City.

Reimbursement under this program will be up to $333 per quarter, or $500 per semester, but will not exceed $1,000 per fiscal year. It includes the cost of registration, tuition, books and lab fees. Special fees, food/meals, parking and mileage/transportation are not eligible for reimbursement. To receive reimbursement, students must attain a "C" grade or better. Pass\fail or no credit courses are considered to be "C" grade or better.

Employees are responsible for any income tax liability that may incur under this program.

ELIGIBILITY REQUIREMENTS

All regular full-time employees who have completed one year of full-time employment and at least one probationary period are eligible to apply for education reimbursement.

PROCEDURE:

Responsibility	Action
Employee	1. Complete an Education Reimbursement Request (Form 1210.004) secured from the Human Resources Department.
	2. Make request for approval prior to the beginning of each class, school semester or quarter.
	3. Submit Education Reimbursement Request to the employee's department.
Department Head	4. Make appropriate recommendations and forward to the Human Resources Director.
Human Resources Director	5. Review and approve/disapprove request.
Employee	6. Submit Education Reimbursement Request for Payment (Form 1210.005) with registration confirmation and verification of grades to the Human Resources Director within 45 days of course completion.

Human Resources Department	7. Prepare Request for Payment and submit to Finance.
Finance Department	8. Make reimbursement to the employee.

Attachments:

1. Education Reimbursement Request (1210.004)
2. Education Reimbursement Request for Payment (1210.005)

CITY OF RIVERSIDE
EDUCATION REIMBURSEMENT PROGRAM APPLICATION

Name:_____ (Print) Phone:_____ Date of Request:_____

Department/Division:_____ Classification:_____

PART I: EDUCATION REIMBURSEMENT REQUEST (Complete and submit before enrollment.)

School:_____

Address:_____

Title of Course(s)	Course Dates From - To	Number of Units	Cost of Tuition
1.			
2.			
3.			

Estimated cost for registration, books and lab fees. _____

How will this course enhance and broaden the performance of your regular duties or prepare you for advancement opportunities?

I understand that this training is voluntary, is not considered hours of work and/or employment, and no compensation is earned.

_____ Signature of Employee _____ Date

For Office Use:

Recommendation: ☐ Yes ☐ No

_____ Department Head _____ Date

Comments:_____

Recommendation: ☐ Yes ☐ No

_____ Human Resources Director/Designee _____ Date

Comments:_____

Estimated Reimbursement:_____

Form 1210.004

CITY OF RIVERSIDE

EDUCATION REIMBURSEMENT REQUEST FOR PAYMENT

(Complete and submit within 45 days after course work is completed)

Name:_____ Department/Division:_____

(Print)

Employee Number:_____ Classification:_____

Request Payment to: (Name and complete address)

REQUEST FOR EDUCATION REIMBURSEMENT PROGRAM REFUND

I have successfully completed the course work, attained the required grade and request reimbursement of tuition and fees in accordance with the Education Assistance Program. Registration confirmation, certificates of grades and receipts for tuition are attached.

DETAIL OF EXPENSES				
Tuition	Registration	Books	Lab Fees	Other (List)

_____ _____

Signature of Employee Date of Request

For Office Use:

Costs for Reimbursement: $_____ Reimbursement Amount: $_____

Comments:_____

_____

ACCOUNT SUMMARY DISTRIBUTION

GL KEY	OBJECT	JL KEY	OBJECT	W/O NO:	AMOUNT
Certification of Delivery of above			APPROVED FOR PAYMENT		
Signature		Date	Human Resources Director		
APPROVED FOR PAYMENT			APPROVED FOR PAYMENT		
Finance Director		Date	City Manager (If required)		

Form 1210.005
Policy No. V-2

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APPENDIX B

Effective Date: 10/6/97
Approval:

Gerald L. Carroll
Chief of Police

4.51 ALCOHOL AND DRUG TESTING POLICY AND PROCEDURES:

A. POLICY:

This policy will establish the procedures for obtaining blood or urine from an employee whenever:

1. It is voluntarily provided pursuant to a separate policy or procedure within this manual, or;

2. It is administratively ordered pursuant to a separate policy or procedure within this manual, or;

3. The employee's performance and/or work record provides reasonable articulable suspicion that the employee presently is abusing drugs and/or alcohol as determined via the employee's chain of command and the final concurrence of the Chief of Police or his or her designee, or;

4. The employee exhibits objective symptoms of being under the influence of drugs and/or alcohol.

B. SAMPLE REQUEST:

The employee will be requested to voluntarily provide up to two (2) samples of his or her blood or urine except when there is reasonable suspicion that the employee presently is abusing drugs or alcohol. In that circumstance the employee shall provide both blood and urine samples.

C. REFUSAL:

1. If the request is refused, and no probable cause exists to seize the samples for criminal evidence, the employee will be administratively ordered to provide up to two (2) samples of his or her blood and/or urine. The sample may then only be utilized in an administrative action.

D. DISCIPLINARY ACTIONS:

1. The Department may take disciplinary action up to and including termination against any employee who:

   a. refuses to be tested when so required;

   b. attempts to adulterate or substitute any sample, or interferes with the required accurate testing of any sample;

   c. fails to provide a sample within a reasonable period of time, usually not more than three hours;

   d. refuses to provide the samples in the manner specified by the sample collection procedure;

e. tests positive for drugs in an amount that meets or exceeds the cutoff or therapeutic level;

f. tests positive for alcohol in an amount that meets or exceeds the cutoff level;

g. tests positive for any combination of drugs and/or alcohol in an amount that, based on competent medical evidence, would impair performance;

h. refuses to cooperate with the Medical Release Officer (MRO).

E. **TYPE OF CONTROLLED SUBSTANCES:**

1. The Department will test for alcohol and/or for any controlled substances or classes of controlled substances as follows:

a. Amphetamine/Methamphetamine

b. Barbiturates

c. Benzodiazepines

d. Cocaine

e. Ethanol

f. Hallucinogenics

g. Methadone

h. Opiates

i. Phencyclidine

j. THC (Marijuana)

k. Or any other controlled substance listed on the State of California schedule of controlled substances. The determination as to the minimum screening and confirmation cut-off levels of these other controlled substances shall be made by the authorized laboratory.

F. **EXCEPTIONS:**

Use of medically prescribed drugs pursuant to a prescription for the employee by a competent, licensed physician, dentist or psychiatrist and not exceeding the therapeutic value, or any non-prescribed medication used in accordance with the manufacturer's discretion will not be a violation of policy. The therapeutic value of any prescribed drug or non-prescribed medication will be determined by the City's designated Medical Release Officer (MRO) who shall report the findings as required.

G. **MEDICAL RELEASE OFFICER DEFINED:**

The Medical Release Officer (MRO) is a licensed physician (Medical Doctor or Doctor of Osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate the employee's positive test result together with the employee's medical history and any other biomedical information.

H. **SAMPLE COLLECTION:**

1. Blood will be drawn in a place and manner consistent with accepted medical practices unless the employee, for privacy issues, requests that the sample be withdrawn in privacy. In that case, only the requesting officer or supervisor, employee's representative and the phlebotomist will be present. The collection procedure shall ensure that the sample is taken in a secure, sterile manner and sealed with a tamper resistant seal in the presence of the employee.

2. Urine will be collected as follows:

   a. Because there must be rigorous controls for privacy, security and chain-of-evidence purposes, choosing the most appropriate restroom is crucial.

   b. The restroom selected as the collection site shall be equipped with a sink to permit the employee to wash his or her hands, a toilet and a stall for privacy. The requesting officer or supervisor may place a bluing agent in the toilet bowl prior to the collection process.

   c. The employee will wash his or her hands prior to the sample collection and will be provided with a pair of disposable latex or similar gloves for use during the collection. Washing hands and wearing gloves is required when providing the sample.

   d. During the urine collection process, no unauthorized personnel shall be permitted in the restroom. The only authorized personnel is the subject employee, the requesting officer or supervisor who shall be the same sex, and the employee's representative, if requested.

   e. The employee shall be required to provide a urine specimen in a large, wide mouthed, easily carried, non-reusable plastic cup, unobserved and in the privacy of a stall or otherwise partitioned area. The cup should be a standard laboratory type with an appropriate area for attachment of evidence tape and specifically provided by the Department for the purpose of substance testing.

   f. Any behavior which raises suspicion that the employee has adulterated the sample may require that the employee retest in the presence of, and be observed by, the requesting officer or supervisor.

   g. It will be the responsibility of the laboratory to split the sample if it is requested by either the Department or employee. The employee may provide two samples for testing if so desired.

   h. A minimum of 30 milliliters (one fluid ounce) must be provided or the sample will be considered incomplete.

   i. If the sample is insufficient, additional urine will be collected. In this instance, the employee shall remain in the presence of and under the supervision of the requesting officer or supervisor. The employee shall be asked to drink a reasonable amount of fluids to aid in urination and shall be allowed a reasonable amount of time to furnish additional urine. When the additional sample is provided, the bottle shall be labeled and submitted with the original sample bottle.

   j. If the employee cannot provide a complete sample(30 milliliters or more) within the three (3) hour period, or at any subsequent collection, as applicable, then

the requesting officer or supervisor shall notify the MRO immediately of the situation. The MRO shall refer the employee for a medical evaluation to determine whether the employee's inability to provide a sample is genuine or constitutes a refusal. The MRO shall report his or her findings in writing to the Office of Internal Affairs.

k. Immediately after collection, the requesting officer or supervisor shall ensure that the urine temperature is warm. If cold, there would be reason to believe the urine has been adulterated since urine expelled from the human body will remain warm for this period of time.

l. The requesting officer or supervisor shall inspect the samples for signs of adulteration. Any signs of adulteration may require that the employee retest in the presence of, and be observed by, the requesting officer or supervisor.

m. In the presence of the requesting officer or supervisor, the employee shall secure the sample bottle lids and seal them with self-sealing, tamper resistant tape.

n. The requesting officer or supervisor shall complete the chain-of-custody forms/envelopes for the samples.

o. The samples will be secured in a manner consistent with accepted practices for laboratory pick-up, immediately provided to the phlebotomist or laboratory technician, or secured in a locked office for hand delivery to the laboratory personnel. Proper chain of custody techniques will be used through out the process.

I. **LABORATORY ANALYSIS:**

1. The initial screening of all collected samples will generally be conducted within forty-eight (48) hours of receipt by the Department-designated laboratory.

2. The designated laboratory shall:

   a. meet or exceed all analytical, quality assurance and quality control standards which are professionally accepted by laboratories which perform forensic drug or alcohol testing, and;

   b. participate in accreditation or certification programs conducted by a recognized professional group such as the National Institute of Drug Abuse (NIDA) or the American Society of Crime Laboratory directors/Laboratory Accreditation Board (ASCLD/LAB), or;

   c. be licensed by the State of California Department of Health Services as a clinical laboratory, forensic laboratory for forensic alcohol analysis or to an equivalent standard if located in another state, and be licensed by the Department of Health and Human Services under the Clinical Laboratory Improvement Act (CLIA).

3. The chain of custody from the Department to the laboratory analysis consists of external and internal controls. The external control consists of the preprinted, sealed and completed envelope containing the sample. The envelope transports the sample to the laboratory where it is logged in for screening. Envelopes for this purpose shall be provided by the laboratory to the Department.

4. The internal control at the laboratory and the laboratory receipt certification includes

examination that the seal is intact and other examination for tampering.

5. Following accessing the laboratory's computer system, the samples are grouped first for immunoassay (IA) screening into a batch with a set of qualitative standards and quality controls.

6. All initial screening are conducted using a highly sensitive testing methodology based primarily upon a clinically approved immunoassay (IA) technique.

J. **ANALYSIS AND DISQUALIFYING LEVELS:**

1. The drug screening chemical analysis includes detection and screening cutoff levels for the following substances:

Drug Class	Screening Cutoff Level for> (reported in ng/ml)	Urine	Blood
Amphetamines		100	100
Barbiturates		100	100
Opiates		10	10
Benzodiazepines		100	100
Cocaine		300	300
Phencyclidine		10	10
Cannabinoids		30	30
Volatiles (Alcohol)		0.01%	0.01%

2. All findings are reported in nanograms per milliliter (ng/ml) with the exception of alcohol, which is reported as a percentage of grams per decaliter.

K. **CONFIRMATION TESTING:**

1. If the sample tests positive for any of the above listed drug classes, the laboratory will immediately conduct further testing using an entirely different methodology on the same sample. This confirmation testing involves the process of gas chromatography/mass spectrophotometry (GC/MS), a highly sophisticated testing methods accepted by the courts.

2. If the tests result in one positive and one negative result, the overall test is considered negative. If both the IA and GC/MS tests are positive, the overall test is considered positive. The positive test samples will be retained frozen pending appeal or retesting.

3. Confirmation testing will be done individually for each drug within the classes listed above, with the following cutoff levels:

Drug Class/Component	Confirmation cutoff Level (GC/MS) in ng/ml (blood/urine)
Amphetamines:	
Amphetamine/Methamphetamine	50

Barbiturates:	
Amobarbital, Butabarbital, Butalbital, Pentobarbital, Phenobarbital, Secobarbital	10
Opiates:	
Codeine, Morphine	1
Benzodiazepines:	1
Cocaine:	5
Benzolyecgonine	10
Phencyclidine:	1
Cannabinoids:	
THC-COOH (THCA)	5
△9THC	0.5 (blood)
Volitiles (Alcohol):	
Ethanol*	0.005%

* It is understood that each time a sample containing alcohol is exposed to the air, an approximate .01% decrease in the alcohol/ethanol level will occur due to dissipation; therefore, an original reading of .08% will read .07% upon confirmation. Should an appeal be filed or the sample tested a third time, the alcohol/ethanol level will confirm a positive result at a reading of .06%.

In all cases where the second test confirms the presence of a drug(s) or alcohol in the sample, the sample will be retained by the laboratory in a locked freezer to allow for further testing upon dispute or appeal. The sample will be retained until the final appeal has been concluded.

4. Following analysis, a peer toxicologist and/or administrative personnel reviews the external and internal chain of custodies and controls, the scientific results and certifies the report before it is report to the Department.

L. **NOTIFICATION OF RESULTS:**

1. **Distribution of tests results will be as follows:**

   a. All positive alcohol and/or drug test results will be forwarded to and reviewed by the MRO before they are reported to the Office of Internal Affairs.

   b. With all positive alcohol and/or test results, the MRO shall contact the employee to determine if there is a legitimate explanation for the positive test result. The employee shall provide the MRO with the necessary documentation or explanation within five (5) working days. At a minimum, the explanation shall include the type of prescribed or non-prescribed medication, prescribed dosage, name and telephone number of the prescribing physician and last date and time of use.

c. If the employee refuses to cooperate with any request by the MRO, the MRO shall notify the Office of Internal Affairs. In addition, the MRO will report the positive test results without comment to the Office of Internal Affairs.

d. Negative test results from either a voluntary or compelled sample will be sent to the Office of Internal Affairs. Positive test results from either a voluntary or compelled sample determined by the MRO to be without a legitimate explanation will be sent to the Office of Internal Affairs.

e. The Office of Internal Affairs will notify the General Investigations Bureau Commander of the results of a voluntary sample in a criminal investigation. If the results are negative, the General Investigations Bureau Commander will notify the employee in writing as soon as possible.

f. The Office of Internal Affairs will notify the employee's Division Commander whenever a positive test is received.

g. The Division Commander shall notify the employee in writing as soon as possible and determine whether the employee should be placed on paid administrative leave or be referred to the City's employee assistance program.

h. The Division Commander will initiate the appropriate criminal and/or internal investigation and disciplinary process in accordance with the Conduct & Performance Manual.

2. **Determination of Test Results:**

a. If the tests indicate the presence of a drug which has been prescribed by a licensed physician, dentist or psychiatrist in good standing and the level is within the therapeutic range for the underlying affliction or condition, and it is determined by the MRO that there was a legitimate medical reason for the use of the drug at the time of the test, the MRO shall report the result as negative to the Office of Internal Affairs without disclosure of the underlying affliction or condition.

b. If the tests indicate the presence of a non-prescribed medication which is available over the counter, and the level is within the manufacturer's recommended dosage, and it is determined by the MRO that there was a legitimate medical reason for the use of the medication at the time of the test, the MRO shall report the result as negative to the Office of Internal Affairs without disclosure of the underlying affliction or condition.

c. If the tests indicate the presence of alcohol in an amount consistent with medicinal use as recommended by the manufacturer, and it is determined by the MRO that there was a legitimate reason for the use of the alcohol at the time of the test, the MRO shall report the result as negative to the Office of Internal Affairs.

d. If the tests indicate the presence of any drug determined by the MRO to be the result of legitimate ingestion of natural food products, and it is determined by the MRO that there was a legitimate reason for the use of the food product at the time of the test, the MRO shall report the result as negative to the Office of Internal Affairs.

e. If the tests indicate the presence of any controlled substance and it is

determined by the MRO that there was a legitimate and verifiable exposure to the substance in the course of the employee's official duties, the MRO shall report the result as negative to the Office of Internal Affairs.

f. The MRO, however, shall report the following as a positive test:

1. the employee tests positive for a controlled substance or alcohol for which there is no therapeutic value;

2. the employee tests positive for a prescribed drug above the therapeutic value;

3. the employee tests positive for a non-prescribed drug above a reasonable value;

4. the employee tests positive for a combination of drugs and/or alcohol which although below the therapeutic value would impair performance;

5. the employee tests indicate the presence of any additive, adulteration or cleansing agent.

M. APPEALS:

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

a. The employee must file a written request for retesting the sample (and/or comparison testing of the split sample or second sample) in dispute to his or her Division Commander within 15 working days of the positive test notification or prior to any disciplinary hearing (Skelly), whichever comes first.

b. The retest order must be accomplished within five (5) working days after the notice of appeal has been approved.

c. The employee and his or her representative or attorney must coordinate the retest through the laboratory at the employee's expense. If the employee wants the test to be conducted by another laboratory, that laboratory shall meet the same standards as described in 9. B. In that case, a strict chain of custody procedure shall be agreed upon by both the Department and the employee. In addition, the laboratory shall provide simultaneous notification of the results to the employee and Division Commander authorizing the retest.

d. If the results of the retest are negative, the original sample will be considered negative. If the results are positive, there will be no further appeal as to retesting.

N. CONFIDENTIALITY:

1. Laboratory reports and/or test results will not be placed into the employee's permanent Department personnel file unless the results lead to the imposition of disciplinary action. Laboratory reports and/or test results will otherwise be maintained in the Office of Internal Affairs and subject to destruction in accordance with the Department's policy of purging peace officer's files.

2. Only those supervisory or management personnel who have a valid "need-to-know" will receive alcohol/drug test results. The results of individual tests shall not be released to anyone other than those who have a "need to know" without express written authorization of the tested employee, unless ordered by means of proper legal