# City of Riverside

# FRINGE BENEFITS

# AND

# SALARY PLAN
# (Exhibit A to Resolution No. 21052
# As amended October 27, 2015)

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# Part I

# Fringe Benefits Plan

## PART I - FRINGE BENEFITS PLAN

### <u>Section 1.</u> HOLIDAY

a. Authorized holidays are as set forth in Table 1 which is attached hereto and incorporated herein by reference, including certain limitations and exceptions set forth therein, and except when the best interests of the City so require, municipal offices shall be closed on such days.

b. The provisions of state law making every day on which an election is held throughout the state a state holiday shall not apply nor be a City holiday. If a holiday falls on Sunday, the following Monday shall be considered a holiday. If a holiday falls on Saturday, the preceding Friday shall be considered a holiday.

c. Except as hereinafter provided, all regular, full-time employees, regardless of numbers of hours worked per shift, shall be allowed leave of absence with pay not to exceed eight (8) hours for every authorized holiday with the exception of Fire Unit personnel working fifty-six (56) hour weeks who shall receive twelve (12) hours of pay for every authorized holiday. Regular part-time employees who are regularly scheduled to work thirty (30) to thirty-nine (39) hours per week shall be entitled to receive holiday pay at three-fourths (3/4ths) the regular daily rate and those regularly employed between twenty (20) to twenty-nine (29) hours per week shall be entitled to receive holiday pay at one-half (½) the regular daily rate. Temporary, seasonal and less than half-time employees shall not receive leave of absence pay for holidays.

d. Holiday hours shall count towards “hours worked.” If a holiday falls on an employee's regular day off, said employee shall receive eight (8) hours, unless otherwise provided, additional regular compensation or the employee may request time off of eight (8) hours with the approval of such employee's department head. If an employee is required to work on a holiday as a regularly scheduled work day, the employee shall receive eight (8) hours paid at the normal hourly rate in addition to any hours actually worked which will be paid at the applicable overtime rate (provided there is no sick leave taken during the same FLSA workweek). However, an employee in the Public Utilities Field and Supervisory Units whose regular shift assignment falls on a scheduled holiday and who is required to work on that day shall not be able to take compensatory time off but shall be paid at the rate of two (2) times said employee's regular hourly rate including automatic earnings plus straight time for the holiday.

e. In order to be eligible for holiday pay, an employee in the Public Utilities Field and Supervisory Units must be either at work or on paid leave of absence on the regularly scheduled work day immediately preceding the holiday or day observed in lieu of the holiday, and the regularly scheduled work day immediately following the holiday or day observed in lieu of the holiday. No employee in the Public Utilities Field or Supervisory Unit who is on suspension or unpaid leave of absence on either the regularly scheduled work day immediately preceding or

immediately following the holiday or day observed in lieu of the holiday shall receive compensation eight (8) hours for paid holiday or day observed in lieu of the holiday.

f. All current employees in the Fire Management Group assigned to Suppression shall make a one time designation, regarding the form in which all future holiday compensation will be received, which designation shall be binding for the remainder of that employee's career in the City Fire Department. Annual holiday benefits will be compensated in cash payment the last pay period of November of each year and shall be reported to CalPERS as compensation earnable.

All new employees in the Fire Unit shall be regarded as electing to receive holiday compensation in the form of time off with pay. Each such current and future employee, upon the conclusion of the employee's initial probationary period, must make a one-time designation to receive all future holiday compensation either as (1) compensatory time off benefits, the value of which will not be reportable to PERS as "compensation earnable" and therefore will not be included in the computation of retirement benefits or contributions, or as (2) a cash payment, which will be reportable to PERS as "compensation earnable" and which will be included in those calculations. Those individuals electing to receive all future holiday compensation as a cash payment will be entitled to receive a lump sum payment the last pay period of November each year, even though the holiday pay may be reportable to PERS when earned. Holiday benefits are and shall continue to be earned and accrued on a calendar year basis.

g. Each employee in the Police Unit, the Police Management Unit and Police Supervisory Unit shall elect prior to January 1 of each calendar year whether that employee wishes to defer receipt of compensation. Employees electing deferred payment shall receive the value of all unused or unpaid holidays in one lump sum payment at the end of the last pay period in December. Police Captains shall have the option to work up to eight (8) holidays of eight (8) hour duration per calendar year and receive appropriate holiday compensation therefore in addition to their regular pay.

h. Each employee in the Police Unit, Police Supervisory Unit, and Police Management Unit shall have holiday time credited based on shift hours. This means, for example, that an employee assigned a ten (10) hour shift shall receive ten (10) hours holiday time credit, and an employee assigned a twelve (12) hour shift shall receive twelve (12) hours holiday time credit. Similarly, an employee on a ten (10) hour work day authorized to be off on a holiday shall be considered as having worked ten (10) hours on the holiday.

i. Each regular Solid Waste Operator and Senior Solid Waste Operator , in the Refuse Unit shall be subject to the following holiday week schedule:

(1) If the holiday falls on a Monday, employees shall work Tuesday, Wednesday, Thursday and Friday;

(2) If the holiday falls on a Tuesday, employees shall work Monday, Wednesday, Thursday and Friday;

(3) If the holiday falls on a Thursday, employees shall work Monday, Tuesday, Friday and Saturday subject to the conditions below;

(4) If the holiday falls on a Friday, employees shall work Monday, Tuesday, Thursday and Saturday subject to the conditions below; and

(5) If the holiday falls on a Saturday, employees shall work their regular schedule and receive holiday pay for Friday and Friday's work shall be paid at one and one-half times (1-1/2) the employee's regular rate.

(6) If the holiday falls on a Sunday, the holiday shall be observed on Monday and employees shall work Tuesday, Wednesday, Thursday, and Friday.

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

## TABLE 1 – HOLIDAY

| HOLIDAY/UNIT | GENERAL[4] | EXECUTIVE | GROUP[5] I | GROUP[5] II | | REFUSE | P.U. Field/Supv | POLICE | POLICE SUPV. | POLICE MGMT. | FIRE | FIRE MGMT. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| New Year's Day - January 1 | X | X | X | X | | X | X | X | X | X | X | X |
| Martin Luther King Day - 3rd Mon. In Jan. | X | X | X | X | | X[3] | X | X | X | X | X | X |
| Lincoln Birthday - February 12 | | | | | | X | | | X | X | | |
| President's Day - 3rd Mon. In Feb . | X[1] | X[1] | X[1] | X[1] | | X[3] | X | X | X | X | X[2] | X |
| Memorial Day - Last Mon. In May | X | X | X | X | | X[3] | X | X | X | X | X | X |
| Independence Day - July 4 | X | X | X | X | | X | X | X | X | X | X | X |
| Labor Day - 1st Mon. In Sept. | X | X | X | X | | X[3] | X | X | X | X | X | X |
| Columbus Day - 2nd Mon. In Oct. | X[1] | X[1] | X[1] | X[1] | | X | X | | X | X | X[2] | X |
| Veteran's Day - November 11 | X[1] | X[1] | X[1] | X[1] | | X | X | X | X | X | X[2] | X |
| Thanksgiving - 4th Thurs. In Nov. | X | X | X | X | | X | X | X | X | X | X | X |
| Day after Thanksgiving - 4th Fri. In Nov. | X | X | X | X | | | X | X | X | X | X | X |
| Christmas Eve – December 24 | | | | | | | | X | | | | |
| Christmas Day - December 25 | X | X | X | X | | X | X | X | X | X | X | X |
| TOTAL | 11 | 11 | 11 | 11 | | 12 | 11 | 11 | 12 | 12 | 11 | 11 |

[1]Except Library personnel who are given a floating holiday in lieu of. Said holidays must be taken within one year of being earned. In the event approval of the request is not granted within the one-year period, the employee shall receive one day's additional regular compensation in lieu thereof.

[2]Except non-shift personnel in Fire Unit who are given a floating holiday in lieu of. Said holidays must be taken within one year of being earned. In the event approval of the requested holiday is not granted within the one-year period, the employee shall receive one day's additional regular compensation in lieu thereof.

[3]Employees will work Tuesday through Friday and receive eight (8) hours additional day in lieu of holiday.

[4]Includes Police Officer Trainee and Firefighter Trainee.

[5]Employees in the Para-professional, Supervisory and Confidential units follow benefits associated with Group I. Employees in the Senior Management, Management and Professional units follow benefits associated with Group II.

## Section 2. COMPENSATORY TIME

All regular, full-time employees may request compensatory time off for overtime worked in lieu of cash payment, calculated by multiplying the number of hours of overtime worked by one and one-half (1 ½), except for the Public Utilities Field and Supervisory Units which is calculated by multiplying the number of hours of overtime worked by two (2), and subject to the approval by the department head; provided, however, accrued compensatory time off at any point in time is limited as set forth in Table 3, which is attached hereto and incorporated herein by reference.

## TABLE 3 – COMPENSATORY TIME LIMITS

| | GEN'L | EXEC. | GROUP[8] I | GROUP[8] II | | REFUSE | P.U. FIELD | P.U. SUPV | POLICE | POLICE SUPV. | POLICE MGMT. | FIRE | FIRE MGMT. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Comp Time Limits | 120[1,4] | N/A[3] | 120 | N/A[3] | | 42 | 64[6] | 64[6] | 120[2] | 140[7] | 120[2] | 56 | 100 |

[1]In November, accumulated compensatory time over forty-two (42) hours shall be paid for in cash.

[2]In December, all accumulated compensatory time shall be paid for in cash. Banking over-time hours worked as compensatory time or being paid as cash over-time shall be the exclusive election of the employee.

[3]The City Manager, department heads, and those employees in the Senior Management, Management and Professional units designated by the City Manager shall not be subject to the provisions of this section relating to overtime, but shall work such hours as may be necessary for the effective operation of their respective departments.

[4]Includes Police Officer Trainee and Firefighter Trainee.

[5]Compensatory time, in lieu of over-time compensation, may be accrued for emergency call-back for all hours worked when the emergency exceeds three (3) hours for Fire Battalion Chiefs (day shift) under the provisions of Section 5 (b), call-back time.

[6]Compensatory time cannot be earned for working planned overtime. Employee can cash out their compensatory time twice per calendar year.

[7] In December, all accumulated compensatory time shall be paid for in cash unless the employee elects to retain time into the following year up to a maximum of forty (40) hours. Bargaining unit members will be allowed to request that a portion of their compensatory time be rolled into their deferred compensation account once a year.

[8]Employees in the Para-professional, Supervisory and Confidential units follow benefits associated with Group I.

**<u>Section 3.</u> COURT TIME**

a. The required presence in a court of law of a sworn Firefighter or Police Officer shall be compensated in accordance with the following:

(1) Employees will be compensated at the rate of one and one-half (1 ½)times their regular hourly rate for actual time spent standing-by or testifying in Court related to their official duties, provided that, for each day that the presence of a sworn Firefighter is required in a court of law beyond regular working hours, in lieu of the other provisions contained in this section, all such Firefighters shall receive a minimum of four (4) hours compensation at such employee's regular hourly rate including automatic earnings; in the event the time spent in such court is more than four hours, such Firefighter shall be compensated at such employee's regular hourly rate including automatic earnings.

(2) For each day the presence of a Police Officer, including those in the Police Management Unit and Police Supervisory Unit, is required in a court of law 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 one and one-half times (1 ½) the employee's regular rate of pay (i.e., the premium rate). 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. In circumstances where the court appearance is scheduled to commence less than one (1) 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. 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. For purposes of providing appropriate overtime compensation for travel to court out of the City of Riverside, travel to court in the City of Moreno Valley shall be standardized at thirty (30) minutes prior to subpoena reporting time and at thirty (30) minutes following the officer's release from court, regardless of actual travel time.

**<u>Section 4.</u> CALL TIME**

a. Call time shall be that period of time other than regularly scheduled working time, when an employee at the direction of the department head is on standby duty, is required to remain in the immediate area, and is available to receive and respond to calls for emergency service. Except as may be provided hereinafter, an employee on-call shall be compensated at the rate of four (4) hours of regular hourly pay for each continuous twenty-four (24) hours on call. An employee on call from the end of a regularly scheduled daily work shift to the beginning of the next day's regularly scheduled work shift shall receive compensation equivalent to one (1) hour of regular pay except for employees of the Public Utilities Field and Supervisory Units who shall receive compensation equivalent to two (2) hours of regular hourly pay.

b. The provisions of this section shall also apply to off-duty members of the Police and Police Supervisory units on-call for court.

c. Sergeants shall receive pay equity to officers they supervise in units which are on-call. In other words, sergeants who are placed in an on-call status shall or if one or more members of the sergeant’s unit is on call, the sergeant shall receive like on-call pay for actual on-call duty.

d. One employee in the classification of Fire Battalion Chief (Day Shift) shall be assigned by the Fire Chief to serve in an on-call capacity during the hours that are not part of the regular work schedule of employees in that classification. This responsibility shall be rotated among all employees in that classification.

e. A regular part-time employee in the Refuse Unit, who is directed to report for work, and upon reporting, is sent home because there is no work, shall be paid for two (2) hours pay at the straight time rate.

**<u>Section 5.</u> CALL BACK TIME**

a. For Fire Unit employees, if "called back", the employee will receive a minimum of two (2) hours pay at the hourly rate of time and a half.

b. Under the Fair Labor Standards Act (FLSA), the Battalion Chief position assigned to day shift (Battalion Chief D) is to be considered exempt. Employees in the classification of Battalion Chief (D) (Day shift) shall be entitled to overtime compensation for emergency call back. The employee shall be entitled to premium overtime compensation at the rate of one and a half (1 ½) times the hourly rate applicable to an employee in the classification of Battalion Chief (S) (Suppression) for all time worked on that occasion.

c. Employees of the Public Utilities Field and Supervisory Units shall be paid for at least two (2) hours at the appropriate rate for employees called back to work after completing said employee's regular shift as follows: (1) Water and Electric Troubleshooters and Water System Operators shall receive a one (1) hour minimum for call-outs for a period of four (4) hours after the end of the regular shift; (2) Water System Operators who troubleshoot and resolve an alarm using City provided technology not requiring a physical response to the assigned reporting center shall be compensated one (1) hour's pay at the appropriate rate; (3)with the exception of Water and Electric Troubleshooters and the on-call Water System Operator, compensation for overtime shall be based on actual arrival and departure time at the assigned reporting center and in addition to hours worked, employees called back to work shall be compensated seventy-eight (78) minutes (1.3 hours) at the applicable rate; (4) Water and Electric Troubleshooters and the on-call Water System Operator shall be compensated at the appropriate rate of pay for hours worked commencing with telephone contact from the dispatch office.

d. For employees in the classification of Police Sergeant, if called in for a meeting on his/her day off, said employee shall receive a minimum of two (2) hours pay at the applicable rate. In the event the meeting lasts less than two (2) hours, the Police Department reserves the right to assign up to two (2) hours work.

e. For employees in the General Unit, if "called back", the employee will receive a minimum of two (2) hours pay when not contiguous with regular shift. In the event a Unit employee is called back to work following the end of his regularly scheduled shift, and proceeds to work more than six (6) consecutive overtime hours, employee shall be entitled to a ten (10) hour rest period without compensation upon completion of the assignment.

**<u>Section 6</u>. VACATION**

a. Every regular, full-time employee who has been in the continuous employ of the City except temporary, seasonal, or part-time employees shall receive annual vacation leave as set forth in Table 4, which is attached hereto and incorporated herein by reference.

b. Every person who has been in the continuous employ of the City for six (6) full months (other than temporary and seasonal employees) and is regularly employed between twenty (20) to twenty-nine (29) hours per week, shall be entitled to receive vacation at one-half (½) the regular accrual rate and those regularly employed between thirty (30) to thirty-nine (39) hours per week shall be entitled to receive vacation at three-fourths (3/4ths) the regular accrual rate.

c. The City Manager, or his/her designee may grant additional leave upon commencement of employment in order to attract highly qualified and experienced executive and management level II staff in the form of an advancement of vacation leave accruals.

d. Vacation leave shall be scheduled and approved by the department head or designee. No paid vacation leave shall be allowed except earned vacation leave. Unless approved by the City Manager, no vacation leave shall be accumulated as of January 1st to exceed that which is allowed for two (2) years continuous service.

e. For those employees in the Police Unit, the Police Management Unit and the Police Supervisory Unit, if on January 1, an employee has more than two (2) years accumulated and unused vacation, the department head or designee is required to schedule that employee for vacation so as to reduce the employee's vacation balance to no more than two (2) years accumulation by March 1.

For those employees in the Police Supervisory Unit, such employees may annually buy-down up to one hundred twenty (120) hours of vacation time elected in January for payment in November. Such election must be made during January of each year but may be rescinded at any time prior to November 1.

For those employees in the Police Management Unit, such employees may convert to cash up to two hundred (200) hours of accumulated vacation benefits. The employee 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, providing that the option can be rescinded or modified any time prior to the ensuing November.

f. For those employees in the Fire Unit, at the end of each calendar year, unused vacation accrual in excess of the following year's accrual shall be paid off in cash on an hour-for-hour basis at the employee's regular hourly rate of pay.

g. For those employees in the General Unit, Executive, Para-professional, Supervisory, Confidential, Senior Management, Management and Professional groups, if on January 1, an employee has more than two (2) years accumulated and unused vacation, the department head or designee will schedule excess vacation between January 1 and March 1; provided, however, if the City is unable to do so, it will pay the employee for the excess; and further provided, if in the preceding year, the department head or designee has rejected three (3) separate written vacation requests and excess vacation remains, then as of January 1, the employee has the option of requesting scheduling of the excess between January 1 and March 1 or of receiving pay therefore.

h. Upon separation from City employment, compensation including automatic earnings shall be paid for vacation leave which has been earned but not taken.

i. For employees in the Public Utility Field and Supervisory Units, if on January 1, of each year, an employee has in excess of two (2) years accumulation, it will be mandatory that the department head schedule that employee on vacation so that the vacation balance held by the employee will be reduced to no more than two (2) years accumulation by March 1 of that year.

j. For those employees in the Refuse Unit, if on January 1 of each year, an employee has in excess of two years accumulation, it will be mandatory that the department head schedule that employee on vacation so that the vacation balance held by the employee will be reduced to no more than two (2) years accumulation by March 1 of that year.

k. For those employees in the General Unit, Refuse Unit, Executive, Para-professional, Supervisory, Confidential, Senior Management, Management and Professional groups , in January of each year, unit members with more than fifteen (15) years of service who used less than forty eight (48) hours of sick leave in the preceding calendar year may, at his or her discretion, have forty (40) hours transferred from his/her sick leave account to the employee's vacation balance. Sick leave use includes regular sick leave, family sick leave, FMLA sick leave and FMLA family sick leave. Eligible employees must submit a vacation incentive election form in January (no later than January 31st) of each year and allow up to three pay periods for processing. The City Manager may waive these requirements at his/her discretion under exceptional circumstances.

l. In November of each year, an eligible employee in the Executive, Para-professional, Supervisory, Confidential, Senior Management, Management and Professional groups may convert up to 40 hours of unused vacation time into cash, payable at the base salary rate in effect at the time of conversion. To be eligible, an employee must have actually taken at least 40 hours of vacation in

the preceding twelve (12) months; and must have at least 80 hours of vacation hours remaining after such conversion, excluding the 40 hours of sick leave that may be converted to vacation leave referenced in section 6.k. Election form must be submitted by the last pay period in November for payment in December.

## TABLE 4 – VACATION[1]

| YRS. OF SVC. | GENERAL[2] | EXEC[3] | GROUP[6] I | GROUP[6] II[3] | | REFUSE | P.U. Field | P.U. Supv | POLICE[4,5] | POLICE[5] SUPV. | POLICE MGMT. | FIRE S (56) | FIRE D (40) | FIRE MGMT.[5] S | FIRE MGMT.[5] D |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0-4 | 80 | | | | | | | | 80 | 80 | 200 | 123.2 | 80 | 123.2 | 80 |
| 0-5 | | | | | | 80 | 80 | | | | | | | | |
| 0-9 | | 200 | 128 | 144 | | | | 128 | | | | | | | |
| 5-7 | | | | | | | | | | | | 156.8 | | 156.8 | |
| 5-9 | 120 | | | | | | | | 120 | 120 | 200 | | 120 | | 120 |
| 6-10 | | | | | | 120 | 120 | | | | | | | | |
| 8-9 | | | | | | | | | | | | | | 201.6 | |
| 8-14 | | | | | | | | | | | | 201.6 | | | |
| 10-14 | | | | | | | | | | | | | | | |
| 10+ | 160 | 200 | 168 | 184 | | | | 168 | 160 | 160 | 200 | | 160 | 306.54 | 200.2 |
| 11+ | | | | | | 160 | 160 | | | | | | | | |
| 15+ | | | | | | | | | | | | 246.4 | | | |

[1]Prorated hours are earned at the completion of each pay period. Actual earned hours may be slightly higher. The City Manager, or his/her designee, may grant additional leave upon commencement of employment in order to attract highly qualified and experienced executive and management level II staff in the form of an advancement of vacation leave accruals

[2]Includes Police Officer Trainee and Firefighter Trainee.

[3]Amounts shown include sixteen (16) hours of administrative leave for Benefit Group Level II which became effective on 7/6/90.
Amounts shown also include an additional eight (8) hours in lieu of loss of a president's day holiday effective 1/1/93 for Management Levels I & II. The Chief of Police and Fire Chief shall accrue Fringe Benefits commensurate with the level of the Executive Group.

[4]Police Unit members, after fifteen (15) years of continuous service, may earn an additional 40 hours per year in January if the employee uses less than forty-eight (48) hours of sick leave in preceding year.

[5]Bargaining unit members may request excess vacation time to be rolled into their deferred compensation account one time per year.

[6]Employees in the Para-professional, Supervisory and Confidential units follow benefits associated with Group I. Employees in the Sr. Management, Management and Professional units follow benefits associated with Group II.

**<u>Section 7.</u> SICK LEAVE**

a. All regular full-time employees except as provided for elsewhere, who have been continuously employed by the City except temporary, seasonal or part-time employees, shall accumulate eight (8) hours of sick leave credit for each full month of employment or major portion thereof. General Unit employees hired on or after August 7, 1990, shall earn sick leave credit at the rate of four (4) hours per month of employment for the first two (2) years of employment. Furthermore, to comply with California legislation Healthy Workplaces, Healthy Families Act of 2014 (Paid Sick Leave Law), for the first two (2) years of employment, General unit employees, full-time and part-time, will receive the equivalent of the corresponding full amount of annual sick leave accrual at the beginning of their employment and again at their one (1) year anniversary date; upon completion of their second year of employment, starting with the pay period in which their anniversary date falls, employees will transition to accumulating eight (8) hours of sick leave credit for each full month of employment or major portion thereof. Fire and Fire Management Unit employees working fifty-six (56) hours per work week shall earn sick leave credit at the rate of twelve (12) hours per month of employment. Such sick leave credit may be accumulated without limitation, except as provided elsewhere. Temporary or seasonal employees, shall be entitled to sick leave benefits as noted in the subsections below to the extent it complies with the minimum requirements established by the law; this excludes additional benefits afforded to regular full-time and part-time employees that are above and beyond the requirements of the law.

b. Regular part-time employees who are regularly scheduled to work thirty (30) to thirty-nine (39) hours per week shall earn sick leave credit at a rate equal to three-fourths (3/4) the regular rate for the appropriate employee group; and regular part-time employees who are regularly scheduled to work twenty (20) to twenty-nine (29) hours per week shall earn sick leave credit at a rate equal to one-half (½) the regular rate for the appropriate employee group.

c. The City Manager, or his/her designee may grant additional leave upon commencement of employment in order to attract highly qualified and experienced executive and management level II staff in the form of an advancement of sick leave accruals.

d. Sick leave shall be allowed only on account of actual illness, preventive health care, for diagnosis, care or treatment of an existing health condition or injury not arising out of and in the course of employment. If sick leave on account of illness or injury exceeds three (3) working days, the employee, prior to return to work, shall submit a statement of such disability illness or injury from the employee's health care provider; the statement shall certify that the employee's physical condition prevented the employee from performing the duties of said employee's position during the period of absence. In addition, sick leave shall be allowed if the employee is a victim of domestic violence, sexual assault, or stalking as described in Labor Code section 203 (c ) and Labor Code section 230.1 (a) provided appropriate certification or documentation is provided to verify sick

leave usage for this purpose. All sick leave shall be approved by the department head or designee, in accordance with departmental and other policy.

e. Sick leave with pay shall be used at the rate of one-tenth (1/10) of an hour for each one-tenth (1/10) hour of the regular work day not at work regardless of the rate of accumulation.

f. For those employees in the General Unit, except in case of time-off as a result of an industrial injury, accrued compensatory, vacation or holiday time may be used for extended absence because of a prolonged and continuing illness and/or medical treatment after sick leave has been exhausted. Under no circumstances shall this provision apply to occasional day-to-day absences.

g. All employees may use their annual sick leave in the case of family illness, including the diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee's spouse, child, mother, father, registered domestic partner, child of a registered domestic partner, parent-in-law, sibling, grandchild or grandparent; provided, however, those employees in the Police Management Unit and Police Supervisory Unit may use up to one-half of their annual sick leave accruals (six (6) working days) in the case of family illness. All sick leave used for these purposes shall be approved by the department head or designee and a statement establishing the need for sick leave the employee's health care provider may be required as a condition of payment while on such leave. In case any of the above-noted provisions may conflict with any state or federal law, the provisions of said state or federal law shall prevail.

h. Abuse of sick leave, and excessive leave, may constitute grounds for disciplinary action. Abuse of sick leave includes, but is not limited to, not following the sick leave policies, using sick leave for purposes not enumerated in this policy, and lying or misstating facts when using sick leave. A pattern of sick leave usage on Mondays, Fridays, and immediately before and after holidays and/or vacation may be evidence of sick leave abuse. A violation of this policy will result in corrective action including counseling and/or disciplinary action, and/or a mandatory referral to the City's Employee Assistance Program, will be taken. This determination of abuse does not apply to an employee's use of sick leave under family, medical, and/or pregnancy disability leave; sick leave used to care for a sick family member; or sick leave used to care for a registered domestic partner, in accordance with state and federal laws.

i. For those employees in the General Unit, Public Utilities Field Unit and temporary/seasonal employees, if in the opinion of supervision it appears that an employee may be establishing a pattern of abuse of sick leave, a statement establishing the need for sick leave from the employee's health care provider may be required as a condition of payment while on such leave. This statement may be required at any time during the course of an employee's sick leave.

j. 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 according to Table 5, which is attached hereto and incorporated herein by reference. Subject to the Human Resources Reinstatement Policy (I-4), employees who separate from the City and are reinstated to a position held immediately prior to termination within three months following separation shall be credited for previously accumulated sick leave hours forfeited at termination. Regular employees reinstated from three months to one year from the date of separation shall have their previously accrued and unused sick leave reinstated up to the maximum accrual allowed under the Paid Sick leave law; 48 hours or 6 days. Regular full-time, part-time and temporary employees who are rehired (not reinstated) within one year from the date of separation shall have their previously accrued and unused sick leave reinstated up to the maximum accrual allowed under the law; 48 hours or 6 days. The employee shall be entitled to use those previously accrued and unused paid sick leave days and to accrue additional paid sick days upon rehiring. In the case of retired (service or disability retirement) employees who received a portion of their sick leave paid upon separation and are rehired by the City within one year in a temporary position, shall have their unpaid sick leave reinstated to the extent allowed by the Paid Sick leave law or CalPERS rules for retired annuitants. Retirees who reinstate from CalPERS retirement and are reinstated in the regular position previously held prior to retiring or rehired into another regular position within one year, should follow the reinstatement of sick leave hours as noted above for regular employees.

k. The City Manager shall receive forty-two (42) days of leave at the date of commencement of employment and an accrual of forty-two (42) days of leave each subsequent year thereafter, in addition to recognized city holidays, or as otherwise provided in an employment agreement. This paid leave is granted to City Manager in lieu of vacation and sick leave granted to the other executive management employees of the City. City Manager may use, accrue, or cash out the paid leave; provided, however, that City Manager may not accumulate more than one hundred-eighty (180) days of leave.

m. Upon retirement of members of the Riverside City Firefighters Association, the City shall make pre-tax (to the extent permitted by the IRS) contributions to the Inland Empire Fire Fighters Benefit Trust (or such other Trust as the Association may designate from time to time) in an amount equal to 75% of the value of the sick leave payout entitled to the employee pursuant to Section 7 of the Fringe Benefits and Salary Plan based upon the employee's rate of pay immediately preceding retirement. The remaining 25% of the sick leave payout entitlement shall continue to be paid in cash to the employee upon retirement. These contributions shall only be used to pay retiree health insurance premiums or health services expenses, in accordance with the terms of the Trust. The employee shall not have the option to receive a cash contribution for the value of the sick leave benefits contributed to the Trust fund in lieu of making those contributions.

Upon retirement of members of the Riverside City Fire Management Group, the City shall make pre-tax (to the extent permitted by the IRS) contributions to the Inland Empire Fire Fighters Benefit Trust (or such other Trust as the Group may designate from time to time) in an amount equal to 75% of the value of the sick leave payout entitled to the employee pursuant to Section 7 of the Fringe Benefits and Salary Plan based upon the employee's rate of pay immediately preceding retirement. The remaining 25% of the sick leave payout entitlement shall continue to be paid in cash to the employee upon retirement. These contributions shall only be used to pay retiree health insurance premiums or health services expenses, in accordance with the terms of the Trust. The employee shall not have the option to receive a cash contribution for the value of the sick leave benefits contributed to the Trust fund in lieu of making those contributions.

n. Legislation enacted by the Healthy Workplaces, Healthy Families Act of 2014 requires that employers in California provide all eligible employees with paid sick leave benefits effective July 1, 2015. In accordance with the law, and effective with the pay period which includes July 1, 2015, temporary and seasonal employees are subject to the eligibility, accrual, usage and carryover provisions specified herein; in addition, temporary employees are subject to the general sick leave provisions in Section 7, except where the provision provides additional sick leave benefits for regular full-time and part-time employees that are above and beyond the requirements of the law.

1. An employee qualifies for paid sick leave by working for the City on or after July 1, 2015, for 30 days or more within a year. Sick leave accrual will commence with the first day of employment.
2. An employee shall be entitled to use accrued sick days beginning on the 90th day of employment (calendar days), after which day the employee may use paid sick days as they are accrued.
3. An employee shall accrue paid sick leave at the rate of not less than one hour per every 30 hours worked, including overtime hours. Accrual will be pro-rated to equate to 0.033 sick leave hours per every one (1) hour worked.
4. An employee shall be allowed to use up to 24 hours or 3 days (whichever is greater) of paid sick leave in each year of employment (12-month period).
5. An employee shall accrue a maximum of 48 hours of sick leave hours or 6 days at any time during the year.
6. An employee shall carry over a maximum of 48 hours or 6 days of unused sick leave hours to the next calendar year.

Disclaimer: Should a discrepancy exist between the Paid Sick Leave provisions outlined in this section and the State Law, the State Law will prevail.

## TABLE 5 – SICK LEAVE PAY-OFF

| | Continuous Period | % of Sick Leave Payoff | Payment Basis | Conditions |
|---|---|---|---|---|
| GENERAL | 5-14Years | 25% | Current Salary | |
| | 15+ Years | 50% | Current Salary | |
| EXECUTIVE[1], GROUP I/II[2], CONFIDENTIAL & PUBLIC UTILITIES SUPV. | 5+ Years | 50% | Current Salary | |
| REFUSE | 5-14 Years | 25% | Average of highest 3 years | |
| | 15+ Years | 50% | Average of highest 3 years | |
| PUBLIC UTILITIES FIELD | 5-9 Years | 25% | Current Salary | Employed on or before 11/22/77 |
| | 5-9 Years | 25% | Average of highest 3 years | Employed after 11/22/77 |
| | 10+ Years | 50% | Current Salary | Employed on or before 11/22/77 |
| | 10+ Years | 50% | Average of highest 3 years | Employed after 11/22/77 |
| POLICE | 5-9 Years | 25% | Current Salary | |
| | 10+ Years | 50% | Current Salary | |
| POLICE SUPV. | 5-9 Years | 25% | Current Salary | |
| | 10+ Years | 50% | Current Salary | |
| | 25+ Years | 50% | Current Salary | Honorable Separation |
| POLICE MANAGEMENT | 5-9 Years | 25% | Current Salary | |
| | 10+ Years | 50% | Current Salary | |
| FIRE | 5-9 Years | 25% | Current Salary | |
| | 10+ Years | 50% | Current Salary | |

| | | | | |
|---|---|---|---|---|
| FIRE MANAGEMENT | 5-9 Years | 25% | Current Salary | |
| | 10+ Years | 50% | Current Salary | |
| | 25+ Years | 50% | Current Salary | Honorable Separation |

[1]The Chief of Police and Fire Chief shall accrue Fringe Benefits commensurate with the level of the Executive Group.

[2]Employees in the Para-professional, Supervisory and Confidential units follow benefits associated with Group I. Employees in the Sr. Management, Management and Professional units follow benefits associated with Group II.

## Section 8. 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 6, which is attached hereto and incorporated herein by reference.

a. 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.

b. Notwithstanding the above provisions, for an employee in the Refuse Unit, up to four (4) days (i.e., one (1) work week) of bereavement leave are allowed for the death of a spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandchild, grandmother or grandfather; and one day of bereavement leave is allowed to attend the funeral of a sister-in-law, brother-in-law of the employee, and the grandmother or grandfather of the employee's spouse.

c. Employees in the Fire and Fire Management Units shall be allowed one (1) day paid bereavement leave for purposes of attending the funeral in the event of the death of an aunt or uncle.

d. Two (2) Refuse Unit representatives may be selected to attend with pay the funeral of a co-worker in said Unit on behalf of co-workers if the funeral of the deceased co-worker happens during working hours; provided the funeral is held within a thirty (30) mile radius of City limits.

e. Persons regularly employed between twenty (20) to twenty-nine (29) hours per week may be granted one-half (½) 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

## TABLE 6 – BEREAVEMENT

| Relative | All Regular Employees (Unless excepted in another column) | Refuse Unit | Fire Units |
|---|---|---|---|
| Spouse/Registered Domestic Partner | 1 week | 4 days | 1 week |
| Child | 1 week | 4 days | 1 week |
| Step-child | 1 week | 4 days | 1 week |
| Parent | 1 week | 4 days | 1 week |
| Step-parent | 1 week | 4 days | 1 week |
| Mother-in-law | 1 week | 4 days | 1 week |
| Father-in-law | 1 week | 4 days | 1 week |
| Grandchild | 1 day[1] | 4 days | 1 day |
| Step-grandchild | 1 day | 4 days | 1 day |
| Grandparent | 1 day | 4 days | 1 day |
| Grandparent-in-law | 1 day | 1 day | 1 day |
| Aunt | Not covered | Not covered | 1 day |
| Uncle | Not covered | Not covered | 1 day |
| Brother | 1 week | 4 days | 1 week |
| Sister | 1 week | 4 days | 1 week |
| Step-sister | 1 week | 4 days | 1 week |
| Step-brother | 1 week | 4 days | 1 week |
| Brother-in-law | See below [2] | 1 day | See below [2] |
| Sister-in-law | See below [2] | 1 day | See below [2] |
| Relative residing in same household | 1 week | 4 days | 1 week |

[1] Employees in the Public Utilities Field and Supervisory Units are provided one (1) week for the death of a grandchild.

[2] 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.

[2] 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 9. INDUSTRIAL ACCIDENT LEAVE

a. All Public Safety employees of the City, including the Chief of Police and Fire Chief, incapacitated due to an injury or illness arising out of or in the course of employment regardless of period of service shall receive in lieu of any other compensation provided by the City, a sum which when added to the amount of temporary disability compensation available under the Workers' Compensation laws of the State, will result in a payment equal to such employee's regular compensation, commencing with the first day of such absence and ending with the termination of such temporary disability or the reaching of a permanent and stationary condition or the expiration of one (1) year, whichever occurs first.

b. All other employees of the City while incapacitated due to an injury or illness arising out of or in the course of employment regardless of period of service, shall receive in lieu of any other compensation provided by the City a sum which when added to the amount of temporary disability compensation available under the Workers' Compensation laws of the State, will result in a payment to such employee equal to eighty percent (80%) of such employee's regular salary exclusive of shift differential, if any, which sum shall commence with the first day of such absence and shall end with the termination of the temporary disability, or the reaching of a permanent and stationary condition, or the expiration of one (1) year, whichever occurs first. For members of the Refuse Unit, the benefits of this section apply only to employees who have successfully completed their probationary period and are considered permanent.

c. When the absence is less than one (1) year in duration and the illness thereafter recurs or further treatment is necessitated in connection with the same injury, the City Manager may grant additional leave of absence on account of such illness or injury under benefits as herein above provided for the original injury or illness, and all subsequent recurrences or treatments; provided, however, that this section shall not apply to any claim denied by the Workers' Compensation Appeals Board or by the City-appointed physician that an injured employee may return to work or the disability is permanent shall be final and shall terminate all rights of payments under this section.

## **Section 10. LEAVE OF ABSENCE**

a. General:

(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.

(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 ninety days. Leave of absence beyond a one hundred twenty (120) calendar-day period must be approved by the City Manager. Leave of absence beyond a one (1) year period must be approved by the City Council. For members of the Refuse, Public Utilities Field and Supervisory Units, a leave of absence beyond a ninety calendar-day period must be approved by the City Council.

(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.

b. 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, as defined in City policy.

## Section 11. UNION LEAVE

a. For Public Utilities Field Unit, the union may elect no more than six (6) Stewards. Up to one hundred twenty (120) aggregate work hours per calendar year shall be available for authorized union leave for those employees in the Public Utilities Field Unit serving on the Executive Board of the union, training or other union business. IBEW will provide the City with the names of Stewards on January 1, April 1, and October 1 of each year. Such union leave shall be with pay to the employee; provided, however, the union representing such employee shall reimburse the City for the cost of the employee's wages.

b. For Riverside Firefighters' Association employees, 864 hours will be available for use during the term of their MOU for attendance at California Professional Firefighters and the International Association of Firefighters functions.

c. For members of the General Unit, twenty-four (24) hours prior to release from duties for grievance processing, the designated steward must inform the immediate supervisor; time off shall be limited solely to one (1) designee representing a grievant, and the grievant, in a conference with a management representative.

   The City established the Union Education and Training Fund equal to 24 hours per Steward per year to be utilized by the Union for education and training purposes. The amount of the Fund shall not be accumulated year to year. No Steward will utilize more than 80 hours per year from the Fund. The Fund may be used by the Union to train members and/or Stewards in the grievance procedure, administrative interview, Skelly hearings and other matters including investigations as determined by the Union

d. For Public Utilities Supervisory Unit, the union may elect no more than three (3) Stewards. For members of the Public Utilities Supervisory Unit, up to one hundred twenty (120) aggregate work hours per calendar year shall be available for authorized union leave for such purposes as serving on the Executive Board, training or other Union business.

e. For members of the Police Officers, Supervisory and Management Units, the City will grant release time of twenty (20) hours per year for the Association President or designee.

## Section 12. MILITARY LEAVE OF ABSENCE

a. Military leave shall be granted to employees in accordance with the provisions of federal and state law.

b. 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.

c. In addition to the fully paid military leave currently provided by the City of Riverside for the first thirty (30) calendar days of such leave, each full-time employee of the City who is eligible to receive such paid leave, and, who has been, or is in the future, called to involuntary active military service with the Armed Forces of the United States to serve in support of the current actions to combat terrorism against America, shall be entitled to leave with partial pay, pursuant to the terms of this plan for the period of absence on active duty in excess of the period covered by current paid military leave provisions through December 31, 2013.

d. The amount of pay each employee shall be entitled to receive from the City for said additional period of military leave shall be the difference between the gross pay and allowances actually received by the employee from the United States for such service, and the gross wages that the employee would have received from the City of Riverside if he or she had not been called to active military duty, subject to all required and appropriate deductions and withholdings.

e. 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.

f. Wages or benefits pursuant to this plan are conditioned upon the employee requesting such payment and providing satisfactory proof and documentation of eligibility to receive payment in accordance with the City's Leave of Absence (Military) Policy, as established by the Human Resources Department.

g. The pay and benefits authorized by this plan shall terminate on December 31, 2013, unless extended by the City Council.

## Section 13. WITNESS APPEARANCE COMPENSATION (CIVILIAN)

a. An employee subpoenaed to appear as a witness in court, unless the employee is a party to the lawsuit or an expert witness, shall be considered to be on duty and there shall be no loss of compensation. Employees shall be required to report for work if such employee's normal or adjusted starting time is more than one (1) hour prior to the required reporting time. Employees shall return to work immediately upon being released unless the employee would arrive at the work site with less than one (1) hour remaining on said employee's regular shift or adjusted work schedule. Exceptions shall be made with the specific approval of the department head or designee. All employees shall obtain verification of the hours served as a witness.

b. Except as hereinafter provided, employees shall remit to the City any compensation received for those days while serving as a witness and shall receive regular pay for the time served. The City shall not compensate for appearances in which the employee receives compensation in excess of the employee's regular earnings. Employees shall be reimbursed by the City for the mileage portion of the compensation unless the employee is regularly assigned a City car or receives a car allowance. Temporary employees shall be entitled to retain such employee's witness appearance compensation since such employee shall not be paid for time not actually worked. Schedule changes and reassignment of duties to accommodate witness appearance duty may be made at the discretion of the department head or designee.

c. For members of the Refuse Unit, if appearing in court as a witness in a legal action (not in connection with work), the employee will not be paid for such hours spent away from work, but will be able to deduct the time from accumulated vacation or overtime, if available.

## Section 14. JURY DUTY COMPENSATION

a. Pursuant to the City's Jury Duty policy, all regular full-time employees and all regular part-time employees (twenty hours or more) summoned to serve on jury duty shall be considered to be on duty for the length of the trial and there shall be no loss of compensation. Employees shall be required to report for work if such employee's normal or adjusted starting time is more than one (1) hour prior to the required reporting time for jury duty. Employees shall return to work immediately upon being released from jury duty, unless the employee would arrive at the work site with less than one (1) hour remaining on said employee's regular shift or adjusted work schedule. Exceptions shall be made in accordance with the policy and with the specific approval of the department head or designee. Grounds for exception to the work reporting requirement (one hour or more at the beginning or ending of shift) shall include, among others, extended travel time or the need to change from work clothing. All employees shall obtain verification of the hours of jury duty performed using verification forms as may be supplied by the Court. No employee may serve more than once in a twelve (12) month period for the state superior and/or municipal courts and be compensated pursuant to the provisions of this section.

b. Except as hereinafter provided, employees shall remit to the City any compensation received for those days while on jury duty and shall receive regular pay for the time served. Employees shall be reimbursed by the City for the mileage portion of the jury duty compensation unless the employee is regularly assigned a City car or receives a car allowance. Jury duty performed on an employee's regular day off shall not be compensated by the City and the employee shall be entitled to the jury compensation for duty performed on such employee's regular day off. Employees assigned to jury duty on a holiday will be considered to have taken such a holiday and will receive regular holiday pay, but the employee shall be entitled to the jury compensation for duty performed on such holiday. Temporary employees shall be entitled to retain such employee's jury compensation since such employee shall not be paid for time not actually worked.

c. For those employees working graveyard and swing shift, or other shifts starting at an early or late hour (i.e. 5:00 a.m. or 9:00 p.m.) management will try to reschedule the employee to a day shift with a start time ranging between 7:00 a.m. to 9:00 a.m. For employees in the General Unit, management will reschedule the employee to a day shift. This temporary reassignment shall be only for the duration of the jury duty. Reassignment of duties may also be made so that the employee may have more productive time prior to, and following release from, jury duty. This adjustment shall be primarily for field employees and/or employees who normally perform heavy labor. The department head or designee has the option to deny schedule changes when overtime payment to another employee is required to cover the employee's regular shift. Non-field employees on modified work hours shall have no changes in work hours or days off to accommodate jury duty schedules.

d. For Refuse Unit employees, on any day during a jury service period when the employee is not selected for a jury panel, not seated on a jury, and/or released early (by 2:00 p.m.) by the jury commissioner, the employee is required to report to work. Notwithstanding anything to the contrary herein above, employees in the Refuse Unit are not required to report to work before jury duty.

## <u>Section 15.</u> AUTOMOBILE ALLOWANCE AND REIMBURSEMENT FOR EXPENSES

a. Any officer or employee who is required to use said employee's personal automobile in the course of employment with the City shall be reimbursed for each mile actually traveled on official business in accordance with the per mile deduction rate allowed by the Internal Revenue Service in effect at the time of such travel.

b. Any officer or employee who is required to travel in the performance of his or her duties or to attend an authorized meeting or conference which is of benefit to the City shall be reimbursed for reasonable expenses incurred for transportation, meals, lodging and incidentals. Automobile allowance and reimbursement for expenses shall be recommended by the department head or designee and approved by the City Manager. No allowance shall be made for transportation between the employee's home and the place where such person is normally employed by the City.

c. Monthly automobile allowances shall be provided to executives as set forth in Table 7 which is attached hereto and incorporated herein by reference; alternatively, executives may opt to receive use of a city-owned vehicle and fuel.

## TABLE 7 – AUTOMOBILE ALLOWANCE

| Executive | Amount |
|---|---|
| Assistant City Manager | 350.00 |
| Assistant Utilities General Manager | 350.00 |
| Airport Director | 350.00 |
| Chief Innovation Officer | 350.00 |
| City Attorney | 500.00 |
| City Clerk | 400.00 |
| City Manager | 500.00 |
| Community Development Director | 350.00 |
| Council Member | 350.00 |
| Deputy Community Development Director | 350.00 |
| Finance Director | 350.00 |
| Fire Chief | Car/Fuel |
| General Services Director | 350.00 |
| Human Resources Director | 350.00 |
| Library Director | 350.00 |
| Mayor | 500.00 |
| Mayor Pro Tem | 350.00 |
| Museum Director | 350.00 |
| Park & Recreation Director | 350.00 |
| Planning Director | 350.00 |
| Police Chief | Car/Fuel |
| Public Works Director | 350.00 |
| Utilities General Manager | 400.00 |

## Section 16. HEALTH INSURANCE

a. The City shall contribute the maximum amounts per pay period, if needed, as set forth in Table 8, which is attached hereto and incorporated herein by reference, towards health insurance premiums for the regular, full-time employees in the listed units/groups and their qualified dependents, if any, except for those pay periods not subject to health insurance deductions; provided, however, the health insurance benefit is extended to those regular part-time employees regularly assigned to work between thirty (30) to thirty-nine (39) hours per week at a rate equal to three-fourths (3/4) of that received by regular, full-time employees, and those regular part-time employees regularly assigned to work between twenty (20) to twenty-nine (29) hours per week at a rate equal to one-half (½) the regular, full-time entitlement with their respective employee units.

b. Employees in the following groups, who can show proof of insurance with a health care provider elsewhere and waive their rights to City provided insurance, shall receive a stipend the last payroll period in November:

| Unit/Group | Stipend |
|---|---|
| General Unit | $2,000 |
| Benefit Group I and II* | $2,000 |
| Confidential | $2,000 |
| Executive | $2,000 |
| IBEW and Supervisory | $2,100 |
| RCFA and RFMG | $2,000 |
| RPOA | $2,000 |
| RPOA Supervisory | $2,000 |
| RPAA | $2,000 |

For new hires, amounts will be pro-rated for the number of months employed.

*Employees in the Para-professional, Supervisory and Confidential units are associated with Benefit Group I. Employees in the Sr. Management, Management and Professional units are associated with Benefit Group II.

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

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

e. For IBEW Unit and IBEW Supervisory employees, if a declination of coverage by one City employee results in coverage being provided by another City employee, then, in that event, eighty percent (80%) of the savings, if any, will be paid to the employee declining coverage, the following November; if there are no savings,

there will be no payment.  Paragraph (b) above does not apply to such situation.

## TABLE 8 – HEALTH INSURANCE - CITY CONTRIBUTION[1]

| EFFECTIVE DATE* | GEN'L[2] | EXEC.[3] | GROUP I/II[5] | | REFUSE | P.U. FIELD | P.U. SUPV. | POLICE & POLICE SUPV. | POLICE MGMT. | FIRE | FIRE/ MGMT. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 12/01/06 | 400.00 | 428.00 | 428.00 | | | 435.00 | 435.00 | 467.50[4] | 467.50[4] | | |
| 01/01/07 | | | | | | | | | | 390.00 | 400.00 |
| 12/01/07 | 422.50 | 453.00 | 453.00 | | 422.50 | 455.00 | 455.00 | 512.00[4] | 512.00[4] | | |
| 01/01/08 | | | | | | | | | | 402.50 | 412.50 |
| 12/01/08 | 445.00 | 478.00 | 478.00 | | 445.00 | 475.00 | 475.00 | 561.00[4] | 561.00[4] | | |
| 01/01/09 | | | | | | | | | | 415.00 | 425.00 |
| 12/01/09 | 467.50 | 503.00 | 503.00 | | 467.50 | 495.00 | 495.00 | | | | |
| 01/01/10 | | | | | | | | | | 427.50 | 437.50 |
| 12/1/10 | | | | | 490.00 | | | | | | |
| 12/1/13 | 495.00 | | | | | | | | | | |
| 4/11/14 | | 530.50 | 530.50 | | | | | | | | |
| 5/23/14 | | | | | | 522.50 | 522.50 | | | | |
| 7/1/14 | | | | | | 550.00 | 577.50 | | | | |
| 12/1/14 | 522.50 | 558.00 | 558.00 | | 522.50 | | | | | | |
| 1/30/15 | | | | | | | | | | 455.00 | |
| 4/24/15 | | | | | | | | | | | 475.00 |
| 7/1/15 | | | | | | 577.50 | 577.50 | | | | 515.00 |
| 9/25/15 | | | | | | | | 588.50 | 588.50 | | |
| 12/1/15 | 550.00 | 585.50 | 585.50 | 585.50 | 550.00 | | | 616.00 | 616.00 | 482.50 | |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 12/1/16 | | | | | | | | 643.50 | 643.50 | 510.00 | 555.00 |

[1]Amounts are maximum per pay period.
[2]Includes Police Officer Trainee and Firefighter Trainee.
[3]Includes Mayor and City Council, Chief of Police and Fire Chief.
[4] The Dental Contributions for members of these units is included in the Health Insurance contributions.
[5]Employees in the Para-professional, Supervisory and Confidential units follow benefits associated with Group I. Employees in the Sr. Management, Management and Professional units follow benefits associated with Group II.

* Indicated date of pay period closest to this date.

## Section 17. HEALTH INSURANCE FOR RETIREES

a. For employees in the General Unit (SEIU), the City established the SEIU/City of Riverside Fund for General Unit retirees. The principal of the Fund will be used to help pay premium for group health insurance for employees who retire with at least twenty (20) years of service from bargaining unit classifications subject to various conditions defined within the General Unit Memorandum of Understanding. Employees who worked less than full time shall receive the benefit on a pro-rated basis. The fund shall contribute up to $100 per month for employees who retired after June 30, 1990. Effective July 1, 2011 employees in the General Unit shall contribute .25% of salary on a bi-weekly basis to the Fund.

b. For employees in the Refuse Unit (SEIU), the City established the SEIU/City of Riverside Fund for Refuse Unit retirees. The principal of the Fund will be used to help pay premium for group health insurance for employees who retire with at least twenty (20) years of service from bargaining unit classifications subject to various conditions defined within the Refuse Unit Memorandum of Understanding. The fund shall contribute up to $100 per month for employees who retired after June 30, 1990. Effective each January in 2008, 2009, 2010 and 2011, the City shall contribute .25% of annual full-time payroll for SEIU represented full-time regular status employees in the Refuse Unit to the Fund. Effective July 1, 2011 employees in the Refuse Unit shall contribute .25% of salary on a bi-weekly basis to the Fund.

c. For employees with the Public Utilities Field Unit, IBEW Local #47 shall establish a retiree medical trust. The purpose of the trust shall be to help pay premiums for health insurance for employees who retire from bargaining unit classifications on or after April 1, 1998. Benefit levels and eligibility criteria shall be amended by the trustees of the trust. The City's obligation is limited to contributions; it is not a guarantee of coverage. Effective October 1, 2006 the City shall contribute $50 per month for each active employee. Effective the pay period following October 27, 2009, the City will make a one-time total contribution of $100,000 to the consolidated retiree medical trust which serves Utility Unit Members as well as Supervisory Unit Members. Effective the pay period following December 6, 2011 the City will no longer make monthly contributions for active employees. Effective May 23, 2014, the City shall reinstate the $50 per month contribution per active employee to the Retiree Medical Fund.

d. Effective July 1, 2006 through June 30, 2011, for employees in the Riverside City Firefighters' Association and Riverside Fire Management Group, the City will contribute to a fund to assist in funding Fire Unit retiree health. The principal of the Fund will be used to help pay premiums for group health insurance for qualifying employees who experience a service retirement with twenty (20) years or more of service with the City of Riverside, an industrial disability retirement, or a non-industrial retirement after fifteen (15) or more years of service. The City

shall contribute $100 per month for each active employee. The City's obligation is limited to contributions; it is not a guarantee of coverage or specified benefit levels.

Effective July 1, 2011 through June 30, 2014, for employees in the Riverside City Firefighters' Association and Riverside Fire Management Group, members will contribute to a fund to assist in funding Fire Unit retiree health. The principal of the Fund will be used to help pay premiums for group health insurance for qualifying employees who experience a service retirement with twenty (20) years or more of service with the City of Riverside, an industrial disability retirement, or a non-industrial retirement after fifteen (15) or more years of service. Each active member shall contribute $100 per month. Effective July 1, 2014, the City shall contribute $100 per month on behalf of each active employee. The City's obligation is limited to contributions; it is not a guarantee of coverage or specified benefit levels.

Upon retirement of members of the Riverside City Firefighters Association, the City shall make pre-tax (to the extent permitted by the IRS) contributions to the Inland Empire Fire Fighters Benefit Trust (or such other Trust as the Association may designate from time to time) in an amount equal to 75% of the value of the sick leave payout entitled to the employee pursuant to Section 7 of the Fringe Benefits and Salary Plan based upon the employee's rate of pay immediately preceding retirement. The remaining 25% of the sick leave payout entitlement shall continue to be paid in cash to the employee upon retirement. These contributions shall only be used to pay retiree health insurance premiums or health services expenses, in accordance with the terms of the Trust. The employee shall not have the option to receive a cash contribution for the value of the sick leave benefits contributed to the Trust fund in lieu of making those contributions.

Upon retirement of members of the Riverside City Fire Management Group, the City shall make pre-tax (to the extent permitted by the IRS) contributions to the Inland Empire Fire Fighters Benefit Trust (or such other Trust as the Group may designate from time to time) in an amount equal to 75% of the value of the sick leave payout entitled to the employee pursuant to Section 7 of the Fringe Benefits and Salary Resolution based upon the employee's rate of pay immediately preceding retirement. The remaining 25% of the sick leave payout entitlement shall continue to be paid in cash to the employee upon retirement. These contributions shall only be used to pay retiree health insurance premiums or health services expenses, in accordance with the terms of the Trust. The employee shall not have the option to receive a cash contribution for the value of the sick leave benefits contributed to the Trust fund in lieu of making those contributions.

e. For employees with the Public Utilities Supervisory Unit, IBEW Local #47 shall

establish a retiree medical trust. The purpose of the trust shall be to help pay premiums for health insurance for employees who retire from bargaining unit classifications on or after October 1, 2006. Benefit levels and eligibility criteria shall be amended by the trustees of the trust. The City's obligation is limited to contributions; it is not a guarantee of coverage. Effective October 1, 2006 the City shall contribute $50 per month for each active employee. Effective the pay period following October 27, 2009, the City will make a one-time total contribution of $100,000 to the consolidated retiree medical trust which serves Utility Unit Members as well as Supervisory Unit Members. Effective the pay period following December 6, 2011 the City will no longer make monthly contributions for active employees. Effective May 23, 2014, the City shall reinstate the $50 per month contribution per active employee to the Retiree Medical Fund.

f. Effective July 1, 2006 for employees in the Riverside Police Officers Association – Police Unit, the Riverside Police Officers Association – Supervisory Unit, and the Police Management Unit (RPAA) the City will contribute to a fund to assist in funding Police Unit retiree health. The principal of the Fund will be used to help pay premiums for group health insurance for qualifying employees who experience a service retirement with fifteen (15) years or more of sworn service with the City of Riverside or an industrial disability retirement. The City shall contribute $50 per month for each active employee. Effective July 1, 2008, the City contribution will increase to $100 per month for each active employee. The City's obligation is limited to contributions; it is not a guarantee of coverage or specified benefit levels.

g. To assist in funding retiree health, the City will contribute monthly to a deferred compensation fund for full time and part time benefited employees (part time employees will receive a pro-rated amount) in Confidential, Executive, Para-professional, Supervisory, Sr. Management, Management and Professionalunits, in accordance with the following schedule, for those employees who maintain a minimum monthly contribution of $25. Effective April 11, 2014, the City shall contribution $25 per month for each active full time benefited employee. Effective July 1, 2014, the City contribution will increase to $50 per month for each full time benefited active employee. Effective July 1, 2015 the City contribution will increase to $75 per month for each full time benefited active employee.

## Section 18. LIFE INSURANCE

The City shall provide term life insurance in the amounts as shown in Table 9 which is attached hereto and incorporated herein by reference for regular, full-time employees in the listed units/groups.

## TABLE 9 – LIFE INSURANCE - CITY CONTRIBUTION

| GENERAL③ | EXEC. | GROUP I | GROUP II | | REFUSE | P.U. FIELD | P.U. SUPV. | POLICE | POLICE SUPV. | POLICE MGMT. | FIRE | FIRE MGMT. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 11,000 | ① | ① | ① | | 10,000 | 75,000② | ① | 6,000 | ④ | ④ | 10,000 | ① |

①Twice each employee's annual salary rounded to the next $1,000 adjusted every January 1. This includes AD&D. Includes Chief of Police, Fire Chief, Mayor and City Council. Employees in the Para-professional, Supervisory and Confidential units follow benefits associated with Group I. Employees in the Sr. Management, Management and Professional units follow benefits associated with Group II.

②Employee's annual salary adjusted annually every January 1.

②Includes AD&D.

③Includes Police Officer Trainee and Firefighter Trainee.

④The City will provide RPAA and RPOA Supervisory represented employees term life insurance in an amount equal to twice the employee's annual base salary, adjusted every January 1, calculated as of August 1st of each year. This insured amount will include accidental death and dismemberment.

**<u>Section 19.</u> DISABILITY INSURANCE**

a. The City shall contribute the following monthly maximum amounts towards long-term disability insurance premiums for employees in the listed units who choose to be covered (the Riverside Police Officers' Association will maintain the disability program for the Police and Police Supervisory Units, the Riverside Police Administrators' Association will maintain the disability program for the Police Management Unit, and the Riverside City Firefighters' Association will maintain the disability program for the Fire Management Group):

| | |
|---|---|
| Fire Unit | $10 |
| Fire Management Group | $10 |
| Police Unit | $10 |
| Police Management Unit | $15 |
| Police Supervisory Unit* | $15 |

If not elected to be used for this purpose, the contribution for the long term disability insurance for employees in the Fire Management Group, Police Management Unit and Police Supervisory Unit may be placed into the deferred compensation plan as set forth below.

* For purposes of this section, the non-classified Deputy Police Chief and the non-classified Assistant Police Chief receive the same City contribution towards long-term disability insurance.

b. The City shall make available a long term disability plan for Para-professional, Supervisory, Confidential, Sr. Management, Management and Professional Employees, IBEW Supervisory Unit employees, the Assistant Police Chief (non-classified), Deputy Police Chief (non-classified) and employees in the Executive group. Premiums are fully paid by the employee through authorized payroll deductions, except for employees in the IBEW Supervisory unit, which may be paid through a deduction from the City's deferred compensation plan contribution.

c. For those employees in the Public Utilities Field Unit, the City shall provide long-term disability insurance (LTD) with a sixty (60) day waiting period. The cost for the plan shall be converted to employee paid with equivalent City contribution to cover the premium. The premium shall then be deducted from employees' wages.

d. The City shall contribute an amount not to exceed $136 per year towards premiums on State Disability Insurance (SDI) for regular, full-time employees in the General Unit and Refuse Unit employees. Employees in the Confidential unit who were designated as Confidential before January 1, 2016 will be grandfathered and continue to participate in the SDI program until they experience a unit change to a group other than General or Refuse unit or until

they separate from employment. All other Confidential Unit Employees designated to this unit after January 1, 2016 will not be participating in the State Disability Insurance program and will be eligible to participate in the Long Term Disability program.The City shall contribute for each regular part-time employee in the General Unit or Refuse Unit and Confidential Employees regularly assigned to work between thirty (30) to thirty-nine (39) hours per week at a rate equal to three-fourths (3/4) of that contributed for regular, full-time employees; and such regular part-time employees regularly assigned to work between twenty (20) to twenty-nine (29) hours per week at a rate equal to one-half (½)of that contributed for regular, full-time employees.

## <u>Section 20.</u> DENTAL INSURANCE

a. The maximum amounts per pay period as set forth in Table 10, which is attached hereto and incorporated herein by reference, shall be contributed by the City towards dental insurance premiums except for those pay periods not subject to dental insurance premiums, for regular, full-time employees in the listed units/groups.

b. Each regular part-time employee regularly assigned to work between twenty (20) to twenty-nine (29) hours per week shall be entitled to receive dental insurance benefits at one-half (½) regular, full-time entitlement; and each regular part-time employee regularly assigned to work between thirty (30) to thirty-nine (39) hours per week shall be entitled to receive dental insurance benefits at three-fourths (3/4) the regular, full-time entitlement.

c. City shall pay for City Manager's and the City Manager's family contribution toward the health and dental insurance premiums from the City's plans as elected by City Manager, or as otherwise provided in an employment agreement.

## TABLE 10 – DENTAL INSURANCE - CITY CONTRIBUTION[1]

| EFF. DATE* | GENERAL[2] | EXEC.[3] | GROUPI/ II[5] | | REFUSE | P.U. FIELD | P.U. SUPV. | POLICE | POLICE SUPV. | POLICE MGMT. | FIRE | FIRE MGMT. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12/31/93 | 10.00 | 10.00 | 10.00 | | 10.00 | | | 10.00 | 10.00 | 10.00 | 5.00 | 10.00 |
| 11/18/94 | | | | | | 14.00 | | | | | | |
| 12/07/01 | 12.50 | 12.50 | 12.50 | | 14.00 | | | | | | | |
| 12/06/02 | | | | | 17.50 | 17.50 | | | | | | |
| 11/19/04 | 17.50 | 17.50 | 17.50 | | 25.00 | 22.50 | | | | | | |
| 07/01/05 | | | | | | | 22.50 | | | | 17.50 | |
| 11/18/05 | 22.50 | 22.50 | 22.50 | | 40.00 | 27.50 | 27.50 | | | | | |
| 12/1/06 | | | | | | | | 0.00[4] | 0.00[4] | 0.00[4] | | |
| 12/1/14 | | | | | 22.50 | | | | | | | |
| 4/24/15 | | | | | | | | | | | | 17.50 |

[1]Maximum amounts per pay period are listed.
[2]Includes Police Officer Trainee and Firefighter Trainee.
[3]Includes Mayor and City Council, Chief of Police and Fire Chief.
[4]The Dental Contributions for members of these units is included in the Health Insurance contributions.
[5]Employees in the Para-professional, Supervisory and Confidential units follow benefits associated with Group I. Employees in the Sr. Management, Management and Professional units follow benefits associated with Group II.

*Actual date of pay period closest to and immediately preceding this date.

## Section 21. DEFERRED COMPENSATION PLAN

The City has established a Deferred Compensation Plan for certain of its regular employees for which it will match certain funds as set forth in Table 11, which is attached hereto and incorporated herein by reference.

## TABLE 11 – DEFERRED COMPENSATION - CITY CONTRIBUTION[1]

| EFFECTIVE DATE | GEN'L | EXEC. [4,5,6] | GROUP I/II[4] | | REFUSE | P.U. FIELD | P.U. SUP. | POLICE | POLICE SUPV. | POLICE MGMT. | FIRE | FIRE MGMT.[6] |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 7/1/05 | | | | | N/A | N/A | 250.00[8] | N/A | | | N/A | 200.00 or 210.00[2] |
| 7/1/06 | | | | | | | | | 200.00 or 215.00[3] | 200.00 or 215.00[3,7,] | | |
| 7/1/11 | N/A | N/A | N/A | | | | | | | | | |
| 4/11/14 | | 25 | 25 | | | | | | | | | |
| 7/1/14 | | 50 | 50 | | | | | | | | | |
| 7/1/15 | | 75 | 75 | | | | | | | | | |

[1]Amounts are per month.

[2]For each employee in the Fire Management group, the City shall contribute said amount per month, provided such employee contributes $50 per month. In addition, the City shall contribute $10 per month for each employee in the Fire Management Group who does not elect to obtain the long term group disability insurance provided in Section 14 above.

[3]For each employee in the Police Supervisory or Management Unit, the City shall contribute said amount provided such employee contributes $50 per month. In addition, the City shall contribute $15 per month for each employee in the Police Supervisory or Management group who does not elect to obtain the long term disability group insurance as provided in Section 14 above.

[4]The City shall contribute said amount per month, provided such employee contributes $25 per month. Includes Mayor and City Council; Mayor and City Council members may opt to receive an additional equivalent contribution in lieu of PERS coverage. Employees in the Para-professional, Supervisory and Confidential units follow benefits associated with Group I. Employees in the Sr. Management, Management and Professional units follow benefits associated with Group II.

[5]The City shall contribute, if applicable, to City Manager's deferred compensation account the amount as provided to the Executive group. The City Council may increase the City's matching contribution upon the incumbent's completion of the first two years of the contract.

[6]The Fire Chief and Chief of Police shall accrue Fringe Benefits commensurate with the level of the Executive group.

[7]For employees in the non-classified classification of Deputy Police Chief and Assistant Police Chief, an additional contribution of $100 per month will be made in lieu of the contribution to the RPAA retiree medical trust fund. In addition, the City shall contribute $15 per month for both the non-classified classification of Deputy Police Chief and Assistant Police Chief who do not elect to obtain the long term disability group insurance as provided in Section 14 above.

[8]The City shall contribute said amount per month less any amount paid toward the Long Term Disability plan for IBEW Supervisory employees, and provided the employee contributes $25 per pay period to the deferred compensation plan.

**<u>Section 22.</u> RETIREMENT CONTRIBUTION**

a. For those employees in the Refuse Unit hired before June 7, 2011 the City shall pay one hundred percent (100%) of each affected employee's standard contribution to the Public Employees' Retirement System (PERS) not to exceed eight percent (8%) of said employee's compensation reported to PERS. Effective pay period following City Council approval (November 18, 2014) Tier 1 Refuse Unit employees shall pay a portion of retirement contribution to the Public Employees' Retirement System (PERS) not to exceed four percent (4%) of said employee's compensation reported to PERS. Effective July 1, 2015 Tier 1 Refuse Unit employees shall pay a portion of retirement contribution to the Public Employees' Retirement System (PERS) not to exceed six percent (6%) of said employee's compensation reported to PERS. New employees hired on or after June 7, 2011 in the Refuse unit shall pay one hundred percent (100%) of the employee's standard contribution to PERS.

b. For those employees in the General Unit hired before June 7, 2011 the City shall pay a portion of each affected employee's standard contribution to the Public Employees' Retirement System (PERS) not to exceed six percent (6%) of said employee's compensation reported to PERS. Effective July 1, 2015 the City shall pay a portion of each affected employee's standard contribution to the Public Employees' Retirement System (PERS) not to exceed four percent (4%) of said employee's compensation reported to PERS. Effective July 1, 2016 the City shall pay a portion of each affected employee's standard contribution to the Public Employees' Retirement System (PERS) not to exceed two percent (2%) of said employee's compensation reported to PERS. New employees hired on or after June 7, 2011 in the General Unit shall pay one hundred percent (100%) of the employee's standard contribution to PERS.

c. For those employees in the Public Utilities Field Unit, Public Utilities Supervisory Unit, for each Sr. Management, Management, Professional, Para-professional, Supervisory and Confidential Employee, and for each Executive Employee, excluding the Chief of Police and the Fire Chief, hired on or before October 18, 2011, the City shall pay one hundred percent (100%) of each affected employee's standard contribution to the Public Employees' Retirement System (PERS) not to exceed eight percent (8%) of said employee's compensation reported to PERS. New employees hired after October 19, 2011 in the Public Utilities Field Unit, Public Utilities Supervisory Unit, for each Sr. Management, Management, Professional, Para-professional, Supervisory and Confidential Employee, and for those in the Executive Ranges, excluding the Chief of Police and the Fire Chief, shall pay one hundred percent (100%) of the employee's standard contribution to PERS.

d. For those employees in the Police Unit hired on or before February 16, 2012, the City shall pay one hundred percent (100%) of each affected employee's standard contribution to the Public Employees' Retirement System (PERS) not to exceed nine percent (9%) of said employee's compensation reported to PERS. New

employees in the Police Unit hired on or after February 17, 2012 shall pay one hundred percent (100%) of the employee's standard contribution to PERS. For those employees in the Police Management Unit, Police Supervisory Unit and the Chief of Police hired on or before June 7, 2012, the City shall pay one hundred percent (100%) of each affected employee's standard contribution to PERS not to exceed nine percent (9%) of said employee's compensation reported to PERS. New employees in the Police Management Unit, Police Supervisory Unit and the Chief of Police hired on or after June 8, 2012 shall pay one hundred percent (100%) of the employee's standard contribution to PERS.

For those employees in the Fire Unit, Fire Management Unit and the Fire Chief hired on or before June 10, 2011, the City shall pay one hundred percent (100%) of each affected employee's standard contribution to PERS not to exceed nine percent (9%) of said employee's compensation reported to PERS. New employees in the Fire Unit and Fire Management Unit including the Fire Chief hired on or after June 11, 2011 shall pay one hundred percent (100%) of the employee's contribution. Employees hired on or after January 1, 2013, and who are defined by the Public Employees' Pension Reform Act (PEPRA) as new PERS members, pay fifty percent (50%) of the normal cost to CalPERS which is currently 12.25% of compensation.

e. For those elected officials of the City Council, including the Mayor, sworn in on or before October 18, 2011, the City shall pay one hundred percent (100%) of each affected elected official's standard contribution to the Public Employees' Retirement System (PERS) not to exceed eight percent (8%) of said elected official's compensation reported to PERS. New elected officials of the City Council, including the Mayor, sworn in on or after October 19, 2011 shall pay one hundred percent (100%) of the elected official's standard contribution to PERS.

f. The payment to PERS made by the City on behalf of the affected employee shall not be considered as base salary but shall be considered an employer contribution pursuant to Section 414(h)(2) of the Internal Revenue Code.

g. Employees are subject to the following retirement provisions as set forth in Table 12.

## TABLE 12 – RETIREMENT PROVISIONS

| | PUBLIC SAFETY (FIRE - TIER ONE) | PUBLIC SAFETY (FIRE – TIER TWO) | PUBLIC SAFETY (FIRE – TIER THREE) |
|---|---|---|---|
| **RETIREMENT FORMULA** | **3% @ 50[1]** | **3% @ 55[2]** | **2.7% @ 57[4]** |
| **1. SOCIAL SECURITY** | No | No | No |
| **2. SERVICE RETIREMENT**<br>The employee must be at least age 50 and have five years of CalPERS credited service | Yes | Yes | Yes |
| **a. COLA**<br>Cost-of-Living adjustment based on the consumer price index, once retired | 2% Max | 2% Max | 2% Max |
| **b. FINAL COMPENSATION** | Highest One Year Final Pay | Average highest three years | Average highest three years |
| **c. SURVIVOR CONTINUANCE**<br>Upon the employees death after retirement, a part of the employees monthly allowance will automatically continue to an eligible survivor | Yes, 50% of retirement income | Yes, 50% of retirement income | Yes, 50% of retirement income |
| **d. RETIREE DEATH BENEFIT**<br>This applies to retired members beneficiaries | 1 x $500 Lump Sum Death Benefit | 1 x $500 Lump Sum Death Benefit | 1 x $500 Lump Sum Death Benefit |
| **e. EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC)**<br>This contribution is reported as compensation | Yes | No | No |
| **3. DISABILITY RETIREMENT**<br>The employee must have at least five years of credited service to qualify for this benefit | Yes | Yes | Yes |
| **4. INDUSTRIAL DISABILITY BENEFIT**<br>Job-related injury. There are no minimum service or age requirements. | Yes | Yes | Yes |
| **5. MILITARY BUYBACK**<br>Purchase of military service | Yes | Yes | Yes |
| **6. SERVICE CREDIT BUYBACK**<br>Purchase of previous CalPERS service credit | Yes | Yes | Yes |
| **7. RECIPROCITY**<br>Agreement between CalPERS and other public retirement systems to bridge retirement | Yes | Yes | Yes |

| | | | |
|---|---|---|---|
| **8. PRE-RETIREMENT DEATH BENEFIT (NOT ELIGIBLE TO RETIREE)**<br>For death before retirement, benefit to beneficiary | | | |
| **a. SPECIAL DEATH BENEFIT**<br>If the death was the direct result of a violent act against the employee while the employee was performing official duties. | Yes | Yes | Yes |
| **b. BASIC DEATH BENEFIT**<br>The beneficiary will receive a lump sum payment | Yes | Yes | Yes |
| **c. 1959 SURVIVOR BENEFIT - LEVEL III**<br>Applicable only for members not covered under Social Security while employed under city. | Yes | Yes | Yes |
| **9. PRE-RETIREMENT DEATH BENEFIT** (ELIGIBLE **TO RETIREE)**<br>Age 50 or over with minimum of five years of CalPERS credited service | | | |
| **a. SPECIAL DEATH BENEFIT**<br>If the death was the direct result of a violent act against the employee while the employee was performing official duties. | Yes | Yes | Yes |
| **b. OPTIONAL SETTLEMENT 2 DEATH BENEFIT**<br>The spouse of the employee, if married to the employee either before the occurrence of injury or the onset of the illness that resulted in the employees death or for at least one year before the employees death. | Yes | Yes | Yes |
| **c. 1957 SURVIVOR BENEFIT**<br>Monthly allowance equal to ½ of what the employees highest service retirement allowance would have been had the employee retired on the date of the employees death. | No | No | No |
| **d. BASIC DEATH BENEFIT**<br>This benefit is paid out or not, based on other options. | Yes | Yes | Yes |
| **e. 1959 SURVIVOR BENEFIT - LEVEL III**<br>Applicable only for members not covered under Social Security while employed under city. | Yes | Yes | Yes |
| **f. MONTHLY BENEFIT LEVELS**<br>Refer to CalPERS for dollar value of the benefit | Level 3 | Level 3 | Level 3 |

[1] Effective no later than June 30, 2006
[2] Effective for new employees in the Fire Unit and Fire Management Unit, including the Fire Chief, hired on or after June 11, 2011.
[3] Not effective for members of the Riverside Police Officer's Association hired on or after February 17, 2012.
[4] Effective for new employees in the Fire Unit hired on or after January 1, 2013.

| | LOCAL MISCELLANEOUS (TIER ONE) | LOCAL MISCELLANEOUS (TIER TWO) [1] |
|---|---|---|
| **RETIREMENT FORMULA** | **2.7% @ 55** | **2.7% @ 55** |
| **1. SOCIAL SECURITY** | No | No |
| **2. SERVICE RETIREMENT**<br>The employee must be at least age 50 and have five years of CalPERS credited service | Yes | Yes |
| **a. COLA**<br>Cost-of-Living adjustment based on the consumer price index, once retired | 3% Max | 3% Max |
| **b. FINAL COMPENSATION** | Highest One Year Final Pay | Average highest three years[2] |
| **c. SURVIVOR CONTINUANCE**<br>Upon the employees death after retirement, a part of the employees monthly allowance will automatically continue to an eligible survivor | Yes, 50% of retirement income | Yes, 50% of retirement income |
| **d. RETIREE DEATH BENEFIT**<br>This applies to retired members beneficiaries | 1 x $500 Lump Sum Death Benefit | 1 x $500 Lump Sum Death Benefit |
| **e. EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC)**<br>This contribution is reported as compensation | Yes | No |
| **3. DISABILITY RETIREMENT**<br>The employee must have at least five years of credited service to qualify for this benefit | Yes | Yes |
| **4. INDUSTRIAL DISABILITY BENEFIT**<br>Job-related injury. There are no minimum service or age requirements. | No | No |
| **5. MILITARY BUYBACK**<br>Purchase of military service | Yes | Yes |
| **6. SERVICE CREDIT BUYBACK**<br>Purchase of previous CalPERS service credit | Yes | Yes |
| **7. RECIPROCITY**<br>Agreement between CalPERS and other public retirement systems to bridge retirement | Yes | Yes |

[1] Effective for new employees in the General Unit and Refuse Unit hired on or after June 7, 2011. Effective for all other new Local Miscellaneous members hired or sworn in after October 18, 2011.
[2] Effective for new Local Miscellaneous members hired or sworn in after the effective date of the PERS contractual amendment referenced in the September 20, 2011 Council Report.

| | | |
|---|---|---|
| **8. PRE-RETIREMENT DEATH BENEFIT (NOT ELIGIBLE TO RETIREE)**<br>For death before retirement, benefit to beneficiary | | |
| **a. SPECIAL DEATH BENEFIT**<br>If the death was the direct result of a violent act against the employee while the employee was performing official duties. | No | No |
| **b. BASIC DEATH BENEFIT**<br>The beneficiary will receive a lump sum payment | Yes | Yes |
| **c. 1959 SURVIVOR BENEFIT - LEVEL III**<br>Applicable only for members not covered under Social Security while employed under city. | Yes | Yes |
| **9. PRE-RETIREMENT DEATH BENEFIT** (ELIGIBLE **TO RETIREE)**<br>Age 50 or over with minimum of five years of CalPERS credited service | | |
| **a. SPECIAL DEATH BENEFIT**<br>If the death was the direct result of a violent act against the employee while the employee was performing official duties. | No | No |
| **b. OPTIONAL SETTLEMENT 2 DEATH BENEFIT**<br>The spouse of the employee, if married to the employee either before the occurrence of injury or the onset of the illness that resulted in the employees death or for at least one year before the employees death. | Yes | Yes |
| **c. 1957 SURVIVOR BENEFIT**<br>Monthly allowance equal to ½ of what the employees highest service retirement allowance would have been had the employee retired on the date of the employees death. | No | No |
| **d. BASIC DEATH BENEFIT**<br>This benefit is paid out or not, based on other options. | Yes | Yes |
| **e. 1959 SURVIVOR BENEFIT - LEVEL III**<br>Applicable only for members not covered under Social Security while employed under city. | Yes | Yes |
| **f. MONTHLY BENEFIT LEVELS**<br>Refer to CalPERS for dollar value of the benefit | Level 3 | Level 3 |

| | PUBLIC SAFETY (POLICE ONLY – TIER ONE) | PUBLIC SAFETY (POLICE – TIER TWO) [1] |
|---|---|---|
| **RETIREMENT FORMULA** | **3% @ 50** | **3% @ 50** |
| **1. SOCIAL SECURITY** | No | No |
| **2. SERVICE RETIREMENT**<br>The employee must be at least age 50 and have five years of CalPERS credited service | Yes | Yes |
| **a. COLA**<br>Cost-of-Living adjustment based on the consumer price index, once retired | 2% Max | 2% Max |
| **b. FINAL COMPENSATION** | Highest One Year Final Pay | Average highest three years |
| **c. SURVIVOR CONTINUANCE**<br>Upon the employees death after retirement, a part of the employees monthly allowance will automatically continue to an eligible survivor | Yes, 50% of retirement income | Yes, 50% of retirement income |
| **d. RETIREE DEATH BENEFIT**<br>This applies to retired members beneficiaries | 1 x $500 Lump Sum Death Benefit | 1 x $500 Lump Sum Death Benefit |
| **e. EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC)**<br>This contribution is reported as compensation | Yes[2] | No[3] |
| **3. DISABILITY RETIREMENT**<br>The employee must have at least five years of credited service to qualify for this benefit | Yes | Yes |
| **4. INDUSTRIAL DISABILITY BENEFIT**<br>Job-related injury. There are no minimum service or age requirements. | Yes | Yes |
| **5. MILITARY BUYBACK**<br>Purchase of military service | Yes | Yes |
| **6. SERVICE CREDIT BUYBACK**<br>Purchase of previous CalPERS service credit | Yes | Yes |
| **7. RECIPROCITY**<br>Agreement between CalPERS and other public retirement systems to bridge retirement | Yes | Yes |

[1] Effective for all Local Police hired on or after June 13, 2012
[2] Not effective for members of the Riverside Police Officer's Association hired on or after February 17, 2012.
[3] For members of Riverside Police Officer's Association – Supervisory Unit and Riverside Police Administrators Association hired on or after June 8, 2012. For members of Riverside Police Officer's Association hired on or after February 17, 2012. For members of Riverside Police Administrators' Association hired after March 14, 2014.

| | | |
|---|---|---|
| **8. PRE-RETIREMENT DEATH BENEFIT (NOT ELIGIBLE TO RETIREE)**<br>For death before retirement, benefit to beneficiary | | |
| **a. SPECIAL DEATH BENEFIT**<br>If the death was the direct result of a violent act against the employee while the employee was performing official duties. | Yes | Yes |
| **b. BASIC DEATH BENEFIT**<br>The beneficiary will receive a lump sum payment | Yes | Yes |
| **c. 1959 SURVIVOR BENEFIT - LEVEL III**<br>Applicable only for members not covered under Social Security while employed under city. | Yes | Yes |
| **9. PRE-RETIREMENT DEATH BENEFIT** (ELIGIBLE **TO RETIREE)**<br>Age 50 or over with minimum of five years of CalPERS credited service | | |
| **a. SPECIAL DEATH BENEFIT**<br>If the death was the direct result of a violent act against the employee while the employee was performing official duties. | Yes | Yes |
| **b. OPTIONAL SETTLEMENT 2 DEATH BENEFIT**<br>The spouse of the employee, if married to the employee either before the occurrence of injury or the onset of the illness that resulted in the employees death or for at least one year before the employees death. | Yes | Yes |
| **c. 1957 SURVIVOR BENEFIT**<br>Monthly allowance equal to ½ of what the employees highest service retirement allowance would have been had the employee retired on the date of the employees death. | No | No |
| **d. BASIC DEATH BENEFIT**<br>This benefit is paid out or not, based on other options. | Yes | Yes |
| **e. 1959 SURVIVOR BENEFIT - LEVEL III**<br>Applicable only for members not covered under Social Security while employed under city. | Yes | Yes |
| **f. MONTHLY BENEFIT LEVELS**<br>Refer to CalPERS for dollar value of the benefit | Level 3 | Level 3 |

**<u>Section 23.</u> SEVERANCE ALLOWANCE**

a. City Manager may approve a severance allowance to exempt executive managers including Department Heads, Assistant Department Heads, Deputy Department Heads, Assistant City Managers, Deputy City Managers, the Chief Innovation Officer, (including Utilities Assistant General Managers and Utilities Projects/Contracts Manager) and other key positions as deemed appropriate up to one (1) month's salary for each year of service to the City up to a maximum of six (6) months' salary. For all other employees hired in an at-will, non-classified status, the employment agreement shall include a provision for a severance allowance in the amount of two (2) week's salary.

b. The City Manager will receive twelve (12) months of severance pay should the City Council terminate his/her contract with the city prior to the five (5) year term of the contract.

**<u>Section 24.</u> RELOCATION ALLOWANCE**

a. City Manager may approve an interest-free loan of up to Ten Thousand Dollars ($10,000.00) for receipted moving, relocation, and temporary housing expenses incurred by exempt executive management members (Department Heads, Assistant City Managers, Deputy City Managers and the Chief Information Officer) in connection with relocation to the City of Riverside. Said loan will be completely forgiven by the City after the employee has completed two (2) years of service to the City of Riverside. Should the executive management employee opt to terminate his/her employment agreement with the City within two (2) years of commencement of his/her employment, the employee shall repay the loan in full within sixty (60) days of termination of his/her employment.

The City shall pay reasonable moving expenses directly to a nationally known moving company for the City Manager to relocate to Riverside.

**CITY OF RIVERSIDE**
**INCENTIVE PROGRAM**
**FOR**
**“DIFFICULT TO RECRUIT” POSITIONS**

For information on the City’s Incentive Program, please click here:
http://cityjobs.riversideca.gov/docs/HIP.pdf.

## Section 26. UNIFORM ALLOWANCE

The City provides required uniforms to employees, which is reported to CalPERS as special compensation for eligible employees for items that are a ready substitute for personal attire that the employee would otherwise have to purchase, excluding items that are solely for personal health and safety. The related monetary value associated with the city-provided uniforms is listed below on a per pay period basis.

| JOB TITLE | AMOUNT |
|---|---|
| AIR CONDITIONING TECH | 3.52 |
| AIRPORT OPERS SPEC | 6.54 |
| ASSIST AQUATICS COORD | 2.47 |
| ASSIST REC COORD | 0.97 |
| BUILDING MAINT SPEC | 3.52 |
| CHIEF CONST INSP NC2E | 5.38 |
| CODE ENFORCEMENT OFF I | 11.53 |
| CODE ENFORCEMENT OFF II | 11.53 |
| CONSTRUCTION CONTR ADMIN NC2E | 5.38 |
| CONSTRUCTION INSP I | 5.38 |
| CONSTRUCTION INSP II | 5.38 |
| CROSSING GUARD PROG COORD | 13.46 |
| CUSTODIAN | 3.08 |
| DATA TECH | 0.57 |
| EMERGENCY MEDICAL SVCS COORD2E | 14.33 |
| ENGINEERING TECH | 2.09 |
| ENVIRONMENTAL COMPL INSP I | 6.40 |
| ENVIRONMENTAL COMPL INSP II | 6.40 |

| | |
|---|---|
| EQUIPMENT SERV WRK | 3.52 |
| FIRE MECH | 3.52 |
| FIRE PLAN CHECK ENGR | 14.33 |
| FIRE SAFETY INSP I | 14.33 |
| FIRE SAFETY INSP II | 14.33 |
| FLEET MGMT SERV WRITER | 1.98 |
| FLEET MGMT SUPV 1N | 1.98 |
| FLEET MGMT TECH | 3.52 |
| FLEET OPERS MGR NC2E | 1.54 |
| FUEL TRUCK OPER & ATTENDANT | 3.52 |
| GENERAL SERV WRK | 3.52 |
| HEAVY EQUIP OPER | 3.52 |
| HELICOPTER MECH | 3.52 |
| INSTRUCTOR | 0.54 |
| INSTRUMENT TECH | 9.90 |
| INVENTORY CONTROL SPEC | 3.52 |
| LABORATORY ANALYST I | 6.40 |
| LABORATORY ANALYST II | 6.40 |
| LABORATORY ANALYST III | 4.42 |
| LABORATORY MGR 1E | 4.42 |
| LANDSCAPE MAINT INSP | 2.93 |
| LIFEGUARD/INSTRUCTOR | 2.47 |
| MAINT ELECTRICIAN | 3.96 |

| | |
|---|---|
| MAINT WRK I | 3.96 |
| MECHANIC | 3.52 |
| METAL SHOP TECH | 3.52 |
| MINIBUS DRIVER | 3.52 |
| MINIBUS DRIVER/SCHED | 3.08 |
| MUSEUM MAINT WRK | 3.08 |
| PARK MAINT CREW LEADER | 4.07 |
| PARK MAINT SPEC | 3.96 |
| PARK MAINT WRK | 3.52 |
| PARK MAINT WRK II | 3.52 |
| PARK SUPV NC1E | 3.69 |
| PARKING CONTROL REP | 11.92 |
| PLANT AND EQUIP ELECTRICIAN | 9.90 |
| POLICE COMM SYS ANALYST 1E | 12.93 |
| POLICE FLEET MAINT COORD | 3.52 |
| POLICE PROG COORD | 12.93 |
| POLICE PROG SUPV 1N | 12.93 |
| POLICE PROPERTY SPEC | 12.93 |
| POLICE RECORDS INFO MGR 2E | 12.93 |
| POLICE RECORDS SPEC I | 12.93 |
| POLICE RECORDS SPEC II | 12.93 |
| POLICE RECORDS SPEC III | 12.93 |
| POLICE SERV REP | 12.93 |
| POOL MGR | 2.47 |
| PUBLIC SAFETY COMM SUPV 1E | |

| | |
|---|---|
| | 12.93 |
| PUBLIC SAFETY DISPT I | 12.93 |
| PUBLIC SAFETY DISPT II | 12.93 |
| PROJECT MGR NC2E | 5.38 |
| RECREATION LEADER | 0.88 |
| SCADA SYS SUPV 1E | 3.58 |
| SENIOR AIRPORT OPERS SPEC | 6.54 |
| SENIOR CODE ENFOR OFFICER 1E | 11.53 |
| SENIOR CUSTODIAN | 3.52 |
| SENIOR ENGRNG AIDE | 5.38 |
| SENIOR ENGRNG TECH (CIVIL) | 2.09 |
| SENIOR ENV COMPL INSP 1N | 5.96 |
| SENIOR EVIDENCE TECH | 14.23 |
| SENIOR EVIDENCE TECH (T) | 14.23 |
| SENIOR HELICOPTER MECH | 3.52 |
| SENIOR INSTRUMENT TECH | 9.90 |
| SENIOR INVENTORY CONTROL SPEC | 3.08 |
| SENIOR MECH | 3.52 |
| SENIOR NETWORK SUP SPEC | 11.18 |
| SENIOR PARKING CONTROL REP | 11.92 |
| SENIOR SIGN TECH | 3.28 |
| SENIOR SYS ANALYST | 11.70 |
| SENIOR WASTEWTR MAITN MECH 1E | 9.90 |
| SENIOR WASTEWTR PLANT OPER 1E | 3.96 |
| SENIOR WASTEWTR PLANT OPER NC1 | |

| | |
|---|---|
| | 3.96 |
| SOLID WASTE COLL SUPV I 1E | 3.96 |
| SOLID WASTE COLL SUPV I NC1E | 3.96 |
| SOLID WASTE OPERATOR | 3.52 |

| | |
|---|---|
| SENIOR SOLID WASTE OPERATOR | 3.52 |
| STREET MAINT CREW LEADER | 3.52 |
| STREET MAINT SPEC | 3.52 |
| STREET MAINT SUPV 1E | 4.07 |
| STREET MAINT WRK | 3.52 |
| STREET PAINTER | 3.52 |
| STREET SWEEPER OPER | 3.52 |
| SUPV EVIDENCE TECH 1E | 14.23 |
| SURVEYOR NC2E | 5.38 |
| SYSTEMS ANALYST | 6.40 |
| TIRE MAINT SPEC | 3.52 |
| TRAFFIC SIGNAL TECH I | 6.82 |
| TRAFFIC SIGNAL TECH II | 6.82 |
| TREE MAINT INSP | 5.96 |
| URBAN FORESTER 1E | 4.42 |
| UTIL ASSIST SHOP TOOL/FAB TECH | 3.96 |
| UTIL CHIEF WTR SYS OPER 1E | 4.07 |
| | |
| UTIL ELEC APPRENT TRNE-PLT | 11.18 |
| UTIL ELEC APPRENT-PLT | 11.18 |
| UTIL ELEC METER SHOP ASSIST | 4.40 |
| UTIL ELEC METER TECH | 11.18 |
| UTIL ELEC SUPT 2E | 11.18 |

| | |
|---|---|
| UTIL ELEC SUPV 1E | 11.18 |
| UTIL ELEC TROUBLESHOOTER | 11.18 |
| UTIL ELECT APPREN-SUB ELEC | 11.18 |
| UTIL ELECT APPRENT TRNE-SUBELC | 11.18 |
| UTIL ELECT APPRENT-SUBELEC | 11.18 |
| UTIL EQUIP OPER | 3.52 |
| UTIL FIELD SVCS ASSIST | 3.52 |
| UTIL FIELD SVCS TECH | 10.73 |
| UTIL GEN PLANT MGR NC2E | 2.34 |
| UTIL GEN TECH | 8.32 |
| UTIL GEN TEST TECH | 8.32 |
| UTIL METER READER | 3.52 |
| UTIL PWR LINE TECH | 11.18 |
| UTIL SHOP TOOL&FAB TECH | 3.96 |
| UTIL SR ELEC METER TECH | 11.18 |
| UTIL SR FIELD SVCS TECH | 10.73 |
| UTIL SR GEN TECH | 8.32 |
| UTIL SR GEN TEST TECH | 11.70 |
| UTIL SR WTR SYS OPER | 3.52 |
| UTIL STREET LIGHT MAINT WRK | 11.18 |
| UTIL SUB CONST/MAINT SUPV 1E | 11.18 |
| UTIL SUB ELECTRICIAN | 11.18 |

| | |
|---|---|
| UTIL SUB TEST TECH | 11.18 |
| UTIL TRANSFORMER TECH I | 11.18 |
| UTIL TRANSFORMER TECH II | 11.18 |
| UTIL WELDER/PIPEFTR | 3.52 |
| UTIL WTR APPRENT | 3.52 |
| UTIL WTR CONTROL SYS TECH | 9.90 |
| UTIL WTR FIELD HELPER | 3.52 |
| UTIL WTR MAINT ELECTRICIAN | 3.52 |
| UTIL WTR MAINT MECH | 3.08 |
| UTIL WTR MAINT PAINTER | 3.08 |
| UTIL WTR METER TECH I | 3.52 |
| UTIL WTR METER TECH II | 3.52 |
| UTIL WTR QUALITY TECH | 3.52 |
| UTIL WTR SUPV 1E | 1.98 |
| UTIL WTR SYS OPER I | 3.52 |
| UTIL WTR SYS OPER II | 3.52 |
| UTIL WTR TROUBLESHOOTER | 3.52 |
| UTIL WTR WRKS PIPEFTR | 3.52 |
| VECTOR CONTROL TECH | 3.52 |
| WAREHOUSE SUPV 1E | 3.08 |
| WASTEWTR CO-GEN SPEC | 3.52 |
| WASTEWTR COLL SYS CREW LDR | 3.52 |
| WASTEWTR COLL SYS SCHED 1E | 6.40 |
| WASTEWTR COLL SYS TECH II | |

| | |
|---|---|
| | 3.52 |
| WASTEWTR COLL SYS TECH II | 3.52 |
| WASTEWTR CONTROL SYS TECH | 6.40 |
| WASTEWTR ELEC SUPV 1E | 6.82 |
| WASTEWTR MAINT MECH | 3.96 |
| WASTEWTR MAINT SCHED 1E | 6.40 |
| WASTEWTR MAINT SCHED NC1E | 6.40 |
| WASTEWTR MECH SUPV 1E | 6.40 |
| WASTEWTR MECH SUPV NC1E | 6.40 |
| WASTEWTR OPER SUPT NC2E | 6.40 |
| WASTEWTR OPERS MGR 2E | 6.40 |
| WASTEWTR PLANT OPER I | 3.96 |
| WASTEWTR PLANT OPER II | 3.96 |
| WASTEWTR PLANT OPER III | 3.96 |
| WASTEWTR PLANT SUP NC1E | 6.40 |
| WASTEWTR PLANT SUPV 1E | 6.40 |
| WEEKEND CREW SUPV | 1.92 |

| **PAY CLASS** | **AMOUNT** |
|---|---|
| POLICE OFFICER TRAINEE | 12.93 |
| POLICE OFFICER/SPECIAL AGENT | 12.93 |
| POLICE MANAGEMENT LIEUTENANT | 12.93 |
| POLICE SUPERVISOR SERGEANT | 12.93 |
| POLICE MANAGEMENT CAPTAIN | 12.93 |
| POLICE MANAGEMENT DEPUTY/ASST | 12.93 |

| | |
|---|---|
| POLICE EXECUTIVE | 12.93 |

Section 27 – Administrative Leave

Executive, Sr. Management, Management and Professional employees are exempt from overtime requirements under the Fair Labor Standards Act. It is expected that the accomplishments of their duties require additional work time without additional compensation; therefore, in lieu of overtime compensation, Executive, Sr.Management, Management and Professionalfull time and part time benefited employees (part time employees receive a pro-rated amount) receive administrative leave as follows:

Executive 48 hours annually

Sr. Management/Management/Professional 32 hours annually

Administrative Leave will be credited annually on the pay period following July 1st of every year, to be used before the following year by the pay period that includes June 30th. Unused administrative leave is not carried over to the next fiscal year, nor is it eligible to be cashed out upon separation. Use of administrative leave does not qualify for the Vacation Cash Out provision in Section 6.1.

These hours will be pro-rated on a pay period basis when employees are appointed, hired, or promoted into an eligible classification mid-year. The pro-rated hours are as follows:

Executive 1.8462 hours per pay period

Management II 1.2308 hours per pay period

The City Manager will receive forty eight (48) hours for the first two (2) years of the contract and eighty (80) hours per year thereafter. These hours must be used or cashed out each year by the pay period that includes June 30th.

# Part II

# Salary Plan

## PART II - SALARY PLAN

### Section 1. PURPOSE

This exhibit to Resolution No. 21052 is enacted pursuant to Chapter 2.32 of the Riverside Municipal Code to provide for the classification and compensation of City officers and employees, and to conform to the principle of equal pay for equal work.

**Section 2. SHORT TITLE**

This document shall be known as the "Salary Plan".

## Section 3. THE SALARY PLAN

The basic compensation plan for the various employee units, groups and non-classified employees, as of the date of adoption of this plan is hereby established as set forth in Part IV, addendum, Salary Schedule Report By Pay Range, which is attached hereto and incorporated herein by reference.

Executive, Non-Classified and Classified employees , may, subject to the terms and conditions set forth below, be eligible to have his/her salary increased to a maximum of fifteen percent beyond the regularly assigned top step of his/her salary range or salary set forth in an existing contract. The City Manager shall have authority to create and maintain salary ranges to implement the provisions of this Section. Such increase shall be subject to documentation of the eligible employee's outstanding performance. The continuation of increases pursuant to the provisions of this Section shall not be automatic, and failure to sustain "outstanding performance" shall cause the employee's pay to revert to the regularly assigned step for his/her classification. The "regular salary range" shall constitute the first of two "pay bands" listed on the salary schedule for the assigned classification, namely 1N MINIMUM through 1N MAXIMUM. The "merit range" shall constitute the second of the two "pay bands" listed on the salary schedule for the classification, namely 2N MERIT MIN through 2X MERIT MAX. In no case shall an employee receive additional merit compensation above the designated merit range as defined herein. Eligibility for additional compensation granted to all employees as part of changes authorized by the City Council shall not be adversely affected by the employee's status in the pay range granted beyond the regularly assigned placement pursuant to the provisions of this Section. Salaries granted pursuant to this provision shall be reported to PERS as compensation earned.

## Section 4. THE CLASSIFICATION PLAN

The classification plan includes the allocation of class titles to salary ranges for City officers and employees. The Classification Plan further includes the allocation of class titles to salary ranges for those employees which are designated as exempt from the classified service. These exempt classes are for elective officers; persons appointed by the City Council, including the City Manager, City Clerk and City Attorney; persons appointed by the City Manager, including department head or designees; persons appointed by the Mayor; persons appointed by the Chief of Police to position of Deputy Police Chief, Assistant Police Chief; persons appointed by the City Clerk; and persons appointed by the City Attorney pursuant to Riverside Municipal Code section 2.36.040 that serve in an "at will" capacity subject to the terms and conditions of an employment contract and are so designated in the plan as "non classified." Non-classified positions are entitled to no more than the same benefits as provided to classified employees in a similar position and level in the organization. The classification plan as of the date of adoption of this plan is hereby established as set forth in Part III addendum, Job Code Table With Pay Ranges/Steps, which is attached hereto and incorporated herein by reference. The Human Resources Director, with approval by the City Manager or his designee, is authorized to create additional class titles and salary ranges for those employees which are designated as exempt from the classified service and which mirror the class titles and salary ranges of a classified classification. The creation of any additional non-classified classes shall be limited to those that mirror confidential and management classes.

## Section 5. SALARY DIFFERENTIALS

Salary differential pay and certification pay shall be considered in determining the appropriate pay step in the new range upon promotion. An employee promoted from a position in one class within a salary range having a higher maximum rate of pay shall advance to that step in the new salary range that shall provide for a minimum increase of five percent (5%) (one salary step) per Municipal Code Section 2.32.060.

Exceptions shall be made to Section 4 of this Plan as follows:

a. One Salary Step (5%) Adjustment

After investigation and approval by the City Manager, one (1) additional salary step shall be assigned to persons found to possess as a regular assignment such additional duties and responsibilities or whose positions entail certain hazards as to warrant this salary step over the base class; which additional salary step shall be limited to the following:

(1) Maintenance Worker I regularly assigned to refuse bin repair and maintenance.

(2) Utilities Electric Power System Dispatcher II regularly assigned to assist in substation control, documentation and training activities.

(3) Senior Librarian assigned lead responsibility for a special system-wide activity or assignment as designated by the Library Director.

(4) Park Maintenance Worker II regularly assigned rose garden or bowling green work activities.

(5) Public Safety Dispatcher regularly assigned to dispatcher training.

(6) Custodian regularly assigned the responsibility to open City Hall and to coordinate the special set-up projects at City Hall.

(7) Any position designated as a Crew Leader or lead worker and not so indicated in the salary plan.

(8) Plan Check Engineers assigned the responsibility of checking structural building plans.

(9) Utility Load Scheduler assigned to perform pre-scheduling duties.

(10) Customer Service Supervisor assigned to the working title Senior Customer Service Supervisor, and designated to participate in a six-month on-the-job management training program.

(11) Air Conditioning Technician assigned to maintain and program the Energy Management System.

(12) Current employee assigned to the working title of Construction Inspector for the Springs Generation Project.

(13) Field Maintenance Worker regularly assigned to serve as Video Specialist.

(14) Field Maintenance Worker regularly assigned to serve as Pump Station Specialist.

(15) Fire Safety Inspector I regulation assigned to provide Fire Safety Public education.

(16) Police Fleet Maintenance Coordinator, Mechanics, Senior Mechanics, Equipment Service Workers and Fire Equipment Mechanics who obtain and maintain a Master Mechanic certification through the Automotive Excellence (ASE) program.

(17) Any Public Safety Dispatcher or Public Safety Dispatch Supervisor in possession on a current EMD Certification.

(19) After authorization and approval of the City Manager, any position placed on Special Assignment.

b. Two Salary Step (10%) Adjustment

After investigation and approval by the City Manager, two (2) additional salary steps shall be assigned to persons found to possess as a regular assignment such additional duties and responsibilities or whose positions entail certain hazards as to warrant this salary increase; which additional salary assignments are limited to the following:

(1) Library Associate or Librarian regularly assigned as a branch supervisor.

(2) Librarian regularly assigned as Access Services Librarian.

c. Salary Adjustments - Miscellaneous

After investigation and approval by the City Manager, certain salary increases as hereinafter set forth shall be assigned to positions or persons as follows:

(1) A $25 per month salary differential shall be assigned to positions found to possess as a regular assignment the verbal use of a second language or dactylology for public contact, except Sr. Management, Management, Professional, Para-professional, Supervisory, Confidential and General Unit Employees shall receive $75 per month effective March 2, 2001. Police Public Safety positions shall receive an additional 3% of base

salary. Effective January 30, 2015, Firefighter Association employees shall receive 2% of base salary.

(2) Any Weekend Crew Supervisor regularly assigned coordination of a department's Weekend Crew Program shall receive an additional 50¢ per hour.

(3) Employees in the Wastewater Division who hold the titles of Wastewater Plant Operator I, II, or III, and who have obtained a Grade IV and/or Grade V Certification from the State of California, State Water Resources Control Board, shall receive a one-time stipend of $500 for each level obtained above a Grade III.

(4) Water Utility employee, who has completed full State Department of Health Services (DHS) certification requirements stipulated for the positions, will receive a $750 stipend (one time) for each grade (distribution and treatment) received above those requirements. The City will reimburse employees for cost of approved classes and books upon receipt of a passing grade in the course.

(5) For employees in the General Unit and Refuse Unit, the City shall provide $150 per fiscal year for employees required by City Safety regulations (reference V-0001, August 2001) to wear safety footwear to work in each year the employee, in fact, purchases such footwear and utilizes them at work.

(6) For members of the IBEW Utility and Supervisory Units, the City will provide $250 per year for a “boot allowance” for those employees required to wear “safety” or “steel toed” boots.

d. Salary Adjustments - Fire/Fire Management

After investigation and approval by the City Manager, certain salary increases as hereinafter set forth shall be assigned to positions or persons as follows:

(1) Firefighters regularly assigned to fire inspection duties shall receive an additional ten percent (10%).

(2) Fire Battalion Chief assigned to the working title of Deputy Fire Chief shall receive an additional five percent (5%).

(3) Each Fire Unit employee who is: a) certified for Emergency Medical Services (EMS) as an Emergency Medical Technician (EMT) 1 by the Riverside County Department of Health; and b) not receiving Paramedic Differential pay under subsections 5 (a) and (b) above, shall receive an additional stipend of two percent (2%) over base pay.

(4) Employees in the Fire Unit occupying the classification of Fire Engineer and Fire Captain who on their own time perform whatever tasks are necessary to maintain their paramedic certification shall receive a bonus equal to five percent (5%) of their base salary. These individuals also will continue to be eligible to receive the EMT bonus.

(5) Employees in the Fire Unit eligible to receive the following assignment bonuses (stipends) shall have the bonus (stipend) calculated as a percentage of the base salary paid to an employee in the classification of Firefighter at top step, as follows:

| | |
|---|---|
| Paramedic (paid only to employees In the classification of Firefighter | 15% |
| Engine Certification | 3% |
| Squad Assignment | 3% |
| HazMat | 4% |
| Tech Rescue | 4% |
| Shift Investigator | 4% |

(6) The City will provide (1) a bonus equal to five percent (5%) of base salary to each Fire Unit employee who has earned a Bachelor's Degree from an accredited university or college in a job-related area based upon the same criteria used to determine eligibility for tuition reimbursement, provided that all individuals who possess Bachelor's Degrees at the time the certification program takes effect shall be entitled to the bonus, irrespective of the area of study, and (2) a bonus equal to two and one-half percent (2.5%) of base salary for completion of course requirements for each of the following levels of achievement attained by an employee, with the maximum aggregate bonuses available to any employee being twelve and one-half percent (12.5%) of the employee's base salary:

(a) Completion of course requirements to be eligible to attain certificates issued by the State of California:

1) Fire Officer
2) Chief Officer
3) Instructor III
4) Investigator II
5) Fire Marshal

(b) A Fire Science Certificate from an accredited community college or equivalent Associate Degree.

(c) A bonus equal to 2.5% of base salary to each employee who has earned an Executive Fire Officer Certification or a Master's Degree from an accredited university or college in a job related area based on the same criteria used to determine eligibility for tuition reimbursement, provided that all individuals who possess a Master's Degree or Executive Fire Officer Certification at the time of the certification program takes effect shall be entitled to the bonus, irrespective of the area of study.

An employee receiving a bonus for earning a Bachelor's Degree, Master's Degree, or Executive Fire Officer Certification shall not be entitled to a two and one-half percent (2.5%) bonus pursuant to the above.

(8) For employees in the Fire Management Group, the City will provide one (1) stipend equal to five percent (5%) of base salary for each of the following certificates, not to exceed the maximum aggregate of fifteen percent (15%):

(a) State of California Fire Marshal/State Board of Fire Services: Fire Chief, Executive Chief Fire Officer, Chief Fire Officer, Chief Officer, Company Officer, Fire Marshal, Fire Prevention Officer, Fire Inspector II, Instructor III, Investigator II.

(b) Center for Public Safety Excellence: Chief Fire Officer (CFO)

(c) National Fire Academy: Executive Fire Officer.

(d) Accredited University or College: Fire/Science Technology Certificate or equivalent Associate Degree or Bachelor's or Master's Degree in a job related area based on the same criteria used to determine eligibility for tuition reimbursement.

(9) Stipends shall be counted as base pay for the purposes of retirement. Certifications earned shall begin with the pay period following the date of certification.

(10) Firefighters or Fire Engineers regularly assigned to oversee the EMS program shall receive an additional ten percent (10%).

(11) Employees that are regularly assigned responsibility for canine handling and care shall receive fifteen (15) hours per month paid at the premium rate equal to time and one half (1 ½) of the employee's rate.

(12) Beginning July 1, 2006 members of the Riverside Fire Management Group shall receive $80 per month Uniform Maintenance Allowance. The monthly allowance shall be increased by the percentage of any future salary increases afforded to the Group.

e. <u>Salary Adjustments - Police/Police Management</u>

After investigation and approval by the City Manager, certain salary increases as hereinafter set forth shall be assigned to positions or persons as follows:

(1) Each member of RPOA Police Unit and Supervisory Unit, and RPAA Police Management Unit regularly assigned as a motorcycle officer or to the METRO Team (Red Team) will receive incentive pay equal to three percent (3%) of base salary. Members assigned to the Collateral Metro (Blue/White Team), and METRO Sniper Team will receive incentive pay equal to one and one-half percent (1.5%) of base salary.

(2) Police Captain assigned to the working title of Police Commander shall receive an additional two and one-half percent (2.5%).

(3) Public Safety positions that are regularly assigned responsibility for canine handling and care shall receive fifteen (15) hours of premium overtime (equal to time and one half) pay per month.

(4) Sergeants acting as Watch Commander shall receive the full value of top step Lieutenant pay.

(5) Police Officer assigned as observer or Pilot Trainee in the helicopter aerial patrol program shall receive an additional five percent (5%).

(6) Police Captain assigned to the working title of Deputy Chief of Police shall receive an additional five percent (5%).

(7) Any officer/detective who is a certified Explosive Ordinance Technician and is assigned to the Police Department Technical Services Unit working as an Explosive Ordinance Technician shall receive an additional ten percent (10%).

(8) Police Captain assigned to the working title of Assistant Chief of Police shall receive an additional ten percent (10%).

(9) POST Certificates

After investigation and approval by the City Manager, certain salary increases as hereinafter designated shall be assigned as follows to those persons holding specified certificates for educational achievement as to warrant such salary increase, which increase shall begin with the pay period following the one in which the Chief of Police certifies the completion of the requirement for such certificate:

(a) An amount equal to ten percent (10%) of the basic salary of each affected employee in the Police Unit, Police Supervisory Unit and Police Management Unit who holds an Intermediate Certificate of Achievement from the Commission on Peace Officer Standards and Training.

(b) An amount equal to fifteen and one half percent (15%) of the basic salary of each affected employee in the Police Unit, Police Supervisory Unit and Police Management Unit who holds an Advanced Certificate of Achievement from the Commission on Peace Officer Standards and Training.

(10) Any officer/detective who is regularly assigned as a Traffic Collision Reconstructionist shall receive an additional five percent (5%).

(11) For members of the Police Unit, Field Training Officers earn straight compensatory time at the rate of one and one-quarter (1.25) hours for each ten hours that they train a trainee.

(12) For members of the Police Supervisory Unit, Field Training Administrative Sergeants earn ten hours of straight compensatory time for each month that they supervise the Field Training Officer (FTO) program.

(13) Police Sergeants assigned to the Patrol Division shall receive an additional five percent (5%). This shall not include METRO, UNET or PACT sergeants.

(14) Hostage Negotiation (Hazardous) Premium Pay – Each member of the RPOA Police Unit and Supervisory Unit that is regularly assigned the responsibility to perform hostage negotiation tasks under the Special Weapons and Tactics (SWAT) Team is eligible to receive an incentive pay equal to one and one-half percent (1.5%) of base salary. Employees will be required to resolve critical incidents that are hazardous, complex or unusual and typically exceed the capabilities of first responders or other investigative units. Employees must fulfill the training and eligibility requirements set forth by the Police Department.

f. <u>Temporary Upgrade (General/Refuse Units)</u>

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

(1) A temporary five percent (5%) increase shall be given to employees during periods when employees are temporarily assigned by a supervisor to assume lead duties beginning the first full workday of each assignment.. For members of the Refuse Unit, a temporary 5% increase shall be given to field employees during periods when said employees temporarily assume the duties of first level field supervisory employees when such duties primarily involve supervision; which temporary increase shall commence on the morning of the first day of such temporary duties. . Temporary 5% increase shall be given to field employees during periods when said employees temporarily assume the duties of Team Leader;

which temporary increase shall commence on the first day of such temporary duties.

(2) A temporary five percent (5%) increase shall be given to all employees in the General Unit other than those in entry level positions, during periods when such employees have been temporarily assigned to a higher level position; which temporary increase shall be effective beginning the first full workday of each assignment, provided, however, that such temporary increase shall not be given in the case of vacation relief.

(3) Upon completion of training, regular employees classified as Solid Waste Operators shall be paid an additional five percent (5%) beginning with the thirteenth (13th) shift and thereafter of temporary assignment to the duties of Senior Solid Waste Operator. The thirteen-shift threshold need only be met once per affected employee to trigger the five percent (5%) temporary upgrade.

g. Temporary Upgrade (Public Utilities Field Unit)

Those employees in the Public Utilities Field and Supervisory Units who are authorized and assigned temporarily to assume the duties of higher level positions shall receive a temporary five percent (5%) increase after a total of three (3) hours in an eight (8) hour shift in the higher class retroactive to the first hour for those hours worked in the higher classification.

For upgrade purposes, a crew shall be defined as two or more employees working together, with one employee responsible for direction, supervision, and safety of the job site and other employee(s).

Upgrades for those employees in the Public Utilities Field Unit assigned to the Water Division, Energy Delivery and Power Generation sections will be made as described above if three (3) or more employees, including the upgraded employee, are assigned to the crew; all such employees will be “working” employees. Upgrades for Dispatch will be made as described above if three (3) or more employees, including the upgraded employee, are assigned to the crew; all such employees shall be “working” employees.

Temporary upgrades as described above shall be determined in accordance with the following:

#1 – Are two (2) or more employees working on a crew as defined above? If yes, go to #2. If no, no upgrade.

#2 – Are two (2) or more employees of the same classification or journey level? If yes, senior employee is upgraded. If no, go to #3.

#3 – Are three (3) or more employees working on a crew as defined above? If yes, senior is upgraded. If no, no upgrade occurs.

Temporary upgrade provisions listed in this paragraph shall apply to all regular and emergency overtime hours, provided however, that crew makeup will be in accordance with the Department's Utility Standard Practice 110.000 et. seq.

Temporary upgrades which exceed one hundred eighty (180) consecutive calendar days shall receive a temporary ten percent (10%) increase over the affected employee's base rate of pay beginning with the one hundred eighty first (181st) provided, however that the upgrade wage will not exceed the maximum rate of pay applicable to the upgrade position.

h. Temporary Upgrade (Fire Unit)

In the Fire Unit, a temporary five percent (5%) increase shall be given to a Firefighter assuming the duties of an Engineer, to an Engineer assuming the duties of a Captain, and to a Captain assuming the duties of a Battalion Chief.

i. Temporary Upgrade (Non-represented units)

A temporary five percent (5%) increase shall be given to those employees designated as Sr. Management, Management, Professional, Para-professional, Supervisory or Confidential Employees who have been temporarily assigned to a supervisory or higher level position, which temporary increase shall be given on the first day of the pay period following the morning of the first day of such assignment; provided, however, such temporary increase shall not be given in the case of vacation coverage. In the event the employee is assigned to such duties for one hundred eighty (180) consecutive days, an additional five percent (5%) increase or advancement to the entry level step of the position assigned, whichever is greater, shall be given on the one hundred eighty first (181st) consecutive day, which increase shall apply to the salary rate in effect at the time of the employee's assignment to supervisory duties, plus any merit or automatic or negotiated increases applicable to such rates in the interim.

j. Temporary Upgrade (Police Supervisory Unit)

(1) A Sergeant actually authorized and assigned by the Watch Commander Lieutenant to assume Watch Commander responsibilities for that portion of the graveyard shift when the Watch Commander is not on duty shall receive an additional $10.00 for each such graveyard shift assignment.

(2) Sergeants acting as Watch Commander shall receive the full value of the top step Lieutenant pay.

(3) Upgrade pay does not apply to Watch Commander short term absences during shift.

k. Shift Differentials

The shift differentials hereinafter set forth apply where a classification includes

employees working normal daylight hours as well as employees working either swing (any regularly scheduled eight (8) hour, nine (9) hour, or ten (10) hour day which begins between the hours of 2:00 p.m. and 10:00 p.m.) or graveyard shifts (any regularly scheduled full eight (8) hour, nine (9) hour or ten (10) hour day which begins between the hours of 10:00 p.m. and 6:00 a.m.), or certain other shifts as defined below. An employee assigned to one of the shifts as defined herein shall be paid the appropriate differential for the actual hours worked in each shift excluding non-work time such as holidays, vacation, sick leave, and other leaves, excepting therefrom certain Police public safety personnel as defined below who shall receive shift premium pay in a flat amount per shift. Fire Safety personnel are excluded from the shift differential provisions.

(1) Those employees in the General Unit working swing shifts shall be paid an additional $1.50 per hour, and those employees working graveyard shifts and Motorsweeper Operators shall be paid an additional $1.75 per hour effective August, 2006. Employees shall be eligible for Swing Shift and Graveyard Shift Differential for shifts starting at 11:00 a.m. or later, with the differentials to apply only to those hours actually worked during Swing Shift or Graveyard Shift. For the General Unit, the swing shift shall be defined as any regularly scheduled eight (8) hour shift which begins between the hours of 3:00 p.m. and 10:00 p.m., or any regularly schedule nine (9) or ten (10) hour shift which begins between the hours of 2:00 p.m. and midnight and the graveyard shift shall be defined as any regularly scheduled full eight (8) hour, nine (9) hour or ten (10) hour day which begins between the hours of 10:00 p.m. and 3:00 a.m.

(2) Those employees in the Management Employees Group and the Confidential Employees Group working swing shift shall be paid an additional $1.50 per hour, and those employees in the Management Employees Group and the Confidential Employees Group working graveyard shifts shall be paid an additional $1.75 per hour effective October 17, 2006.

(3) The following hourly shift differential shall apply to those employees in the Public Utilities Field and Supervisory Units regularly scheduled to work swing shift and/or regularly scheduled to work graveyard shift; if seventy-five percent (75%) or more of an employee's regularly scheduled shift falls within swing (3:00 p.m. to 11:00 p.m.) or graveyard (11:00 p.m. to 7:00 a.m.) hours, then that portion of the shift worked during swing or graveyard shall qualify for the differential: Swing Shift - $1.65, Graveyard Shift - $2.00. Saturday swing shift differential shall be paid between the hours of 7:00 a.m. - 11:00 p.m. Sunday graveyard differential shall be paid between the hours of 11:00 p.m. Saturday to 7:00 a.m. on Monday. Overtime compensation shall be based upon the shift differential, if any, applicable during the overtime ours actually worked; except that shift differential shall be excluded from the regular rate of pay for the purpose of computing overtime at the double-time rate.

(4) Utility Load Schedulers assigned to twelve (12) -hour shifts shall be paid the regular shift pay differential paid to employees in the Management Employees Group for actual time worked during each shift according to the following schedule: For time worked between the hours of 4:00 p.m. and 12:00 midnight, the swing shift differential shall apply; and for time worked between the hours of midnight and 8:00 a.m., the graveyard differential shall apply. All other hours worked within a normally-scheduled shift shall be at the regular rate with no differential pay.

(5) Non-probationary Police Officers with five (5) or more years of service as a Police Officer who are regularly assigned to Watch (A) Graveyard Shift, shall receive additional compensation in the amount of $24.00 per shift; and non-probationary Police Officers with five (5) 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 per shift.

(6) Police Patrol Sergeants who are regularly assigned to Watch (A) Graveyard Shift, shall receive additional compensation in the amount of $30.00 per shift; and Police Patrol Sergeants who are regularly assigned to Watch (C) Swing Shift, shall receive additional compensation in the amount of $22.50 per shift. Assignments to Watches shall under no circumstances be considered “special assignments.” Shift differential applies only to employees designated as Police Sergeants.

(7) Police Motorcycle Duty (“Motors”), Metro Unit (“Metro”), and Parole and Corrections Team (“PACT”) whose regularly assigned shift begins at 12:00 p.m. are eligible for the Swing shift differential.

I. Miscellaneous

(1) The top step of the salary range of any Sr. Management/Management/Professional classification shall be a minimum of two steps (approximately ten percent) above the top step of the closest subordinate classification, with the exception of those classifications supervising specialized classifications which are highly compensated due to labor market conditions. Subordinate classification shall be defined as any position classification in which there are employees who are supervised by the management employee.

(2) "Y" rated employees shall receive no increase in salary unless the maximum salary established by this plan for their classifications exceeds the amount of their "Y" rate.

(3) A Trainee position may be established for any class in the system with a salary range starting fifteen percent (15%) (three steps) below the first

step of the regular position and ending five percent (5%) (one step) below the first step of the regular position.

(4) After investigation and approval by the City Manager, an increase of up to 15% above the top step of the current salary range may be granted to recruit or retain highly qualified employees for the City of Riverside.

m. Intermittent Differentials

After investigation and approval by the City Manager, one (1) additional salary step shall be assigned to persons found to possess additional duties and responsibilities or whose position entail certain hazards as to warrant this salary step over the base class during the time that the employee is actually performing the duties; which additional salary step shall be limited to the following:

(1) Field Maintenance Worker who retains and possesses a Class "A" Driver's License but only during the actual working time when the employee is required to utilize the Class "A" Drivers License.

n. Executive Salaries – Fire/Police

Employees appointed to the classifications of Fire Chief and Chief of Police after June 3, 2014 shall have salary increases commensurate with salary adjustments afforded to the Executive Group.

**<u>Section 6.</u> OVERTIME**

a. It shall be the duty of all department heads to operate their respective departments with a minimum amount of overtime. If the best interests of the City require that an employee work beyond the regular number of hours of work scheduled, such employee shall be compensated as hereinafter set forth.

b. Except as may be hereinafter set forth in this section, every full-time employee shall be compensated for overtime as set forth in Table 13, which is attached hereto and incorporated herein by reference.

c. All members of the Fire Unit and Fire Management Unit who are assigned to fire suppression duties and work shifts of twenty-four (24) hour duration shall be paid overtime for all time worked in excess of the regularly scheduled work shift or in excess of one hundred eighty-two (182) hours in a twenty-four (24) day work period. For all other employees in the Fire Unit, the work period shall be seven (7) days commencing Friday midnight and extending to the following Friday midnight. Such employees assigned to fire suppression duties shall receive overtime compensation therefore as follows:

(1) For the purposes of administering this policy in accordance with the City's fourteen (14) day pay period, City shall pay fire suppression employees one hundred twelve (112) hours per pay period as follows:

(a) The first one hundred six (106) hours shall be paid at straight time.

(b) The last six (6) hours shall be paid at one and one-half (1 ½) time the employee's regular hourly rate of pay including automatic earnings.

(2) All hours worked beyond the regularly scheduled hours of work in a pay period shall be paid at one and one-half (1 ½) times the employee's regular hourly rate of pay including automatic earnings.

(3) For purposes of calculating eligibility for overtime compensation, the City shall count as hours worked all paid leave time including, but not limited to, holiday, vacation, sick leave, industrial disability leave and compensatory time off.

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

e. In the event an employee employed on a part-time or temporary basis is required to work beyond regular working hours, compensation shall be at the normal hourly rate including automatic earnings up to forty (40) hours per work week. For hours

worked beyond forty (40) in a work week, such employee shall be compensated at the rate of one and one-half (1 ½) said employee's hourly rate including automatic earnings.

f. Notwithstanding the foregoing provisions of this section, except for uniformed police personnel and firefighters who are scheduled on a shift basis which includes their meal period, time allowed for meal periods shall not be compensable unless required by provisions of the Fair Labor Standards Act.

g. All overtime must be authorized and approved by the department head and the City Manager.

h. The City Manager, department heads and those management employees designated by the City Manager shall not be subject to the provisions of this section relating to overtime but shall work such hours as may be necessary for the effective operation of their respective departments.

i. The City Manager or his/her designee may grant, in his/her discretion, administrative leave to reward extraordinary performance by staff.

k. An employee in the Refuse Unit shall be compensated at the rate of one and one-half (1 ½) times the hourly rate for all hours assigned, authorized and actually worked in excess of ten (10) in any one (1) workday in any workweek during which the employee is not absent for any reason other than holiday or vacation; and in such workweeks when the employee is absent for a reason other than holiday or vacation, the employee shall be paid one and one-half (1 ½) times the regular hourly rate including automatic earnings for all hours assigned, authorized and actually worked in excess of forty (40) in any one workweek.

l. For the purposes of calculating overtime for Para-professional, Supervisory, Confidential and General Unit, sick leave hours taken during the workweek shall not be counted.

## TABLE 13 – OVERTIME[1]

| | GENERAL[2] | GROUP LEVEL I[6] | | REFUSE | P.U.[3] FIELD / SUPV. | POLICE | FIRE | FIRE MGMT |
|---|---|---|---|---|---|---|---|---|
| Regular Overtime | 1.5X | 1.5X | | 1.5X | 2X | 1.5X | 1.5 | 1.[4,5] |
| Graveyard Overtime Midnight to 7:00 a.m. | 2X | 2X | | | | | | |
| Graveyard Shift | 2X | 2X | | | | | | |

[1]Overtime for full-time employees is compensated at the rate indicated in the schedule times the employee's hourly rate to include automatic earnings.

[2]Includes Police Officer Trainee and Firefighter Trainee.

[3]Overtime compensation shall be based upon the shift differential, if any, applicable during the overtime hours actually worked; except that shift differential shall be excluded from the regular rate of pay for the purpose of computing overtime of the double-time rate.

[4]Emergency or call back overtime does not apply to those employees who work between the hours of midnight to 7:00 a.m. on a regularly scheduled shift.

[5]Fire Battalion Chiefs are designated as exempt under FSLA. Overtime compensation is provided to Fire Battalion Chiefs (day shift) for emergency call-backs, for all hours worked, when the emergency exceeds three (3) hours, in accordance with Section 6 (b), call-back time.

[6] Employees in the Para-professional, Supervisory and Confidential units follow benefits associated with Group I.

**<u>Section 7.</u> ADDITIONAL APPROVED INCREASES IN COMPENSATION AND CHANGES TO THE SALARY AND CLASSIFICATION PLANS**

The City Council has approved further increases in the compensation of the employees of the City of Riverside. The Salary Plan and the Classification Plan as set forth in Sections 3 and 4, respectively, of this plan shall be revised as appropriate to reflect the increases approved by the City Council in the compensation of the employees of the City of Riverside as said units or groups of employees now exist or as said units or groups may be changed from time to time as follows:

- Two percent (2%) salary increase effective the pay period following Council Approval (December 3, 2013) for Tier 1 employees in the Service Employees International Union (SEIU) Riverside Chapter Local 721.

- Two and one-half percent (2.5%) salary increase effective the pay period closest to July 1, 2014 for Tier 1 employees in the Service Employees International Union (SEIU) Riverside Chapter Local 721.

- One-half percent (0.5%) salary increase effective the pay period closest to July 1, 2014 for Tier 2 and Tier 3 employees in the Service Employees International Union (SEIU) Riverside Chapter Local 721.

- One-half percent (0.5%) salary increase effective the pay period closest to July 1, 2014 for Tier 1, Tier 2, and Tier 3 employees in Confidential, Executive, Management I and II.

- Two and one-half percent (2.5%) salary increase effective the pay period closest to July 1, 2015 for Tier 1 employees in the Service Employees International Union (SEIU) Riverside Chapter Local 721.

- One-half percent (0.5%) salary increase effective the pay period closest to July 1, 2015 for Tier 2 and Tier 3 employees in the Service Employees International Union (SEIU) Riverside Chapter Local 721.

- One-half percent (0.5%) salary increase effective the pay period closest to July 1, 2015 for Tier 1, Tier 2, and Tier 3 employees in Confidential, Executive, Management I and II.

- Eight and eight one hundredths percent (8.08%) salary increase effective the first pay period following March 11, 2014 for employees in the Riverside Police Administrators' Association lieu of personal use of City vehicles and ability to work on holidays.For Public Utilities Supervisory and Field Units, implementation of salary survey dated March 24, 2014 (percentage of increase varies for each classification) effective the first pay period following May 20, 2014. In addition, upon MOU adoption all members will receive a one-time contract stipend in the amount of $875.

- Two percent (2%) salary survey adjustment increase effective the first pay period following October 1, 2014 for employees in the Public Utilities Supervisory and Field Units.

- Two percent (2%) salary survey adjustment increase effective the first pay period following October 1, 2015 for employees in the Public Utilities Supervisory and Field Units.

- Seven and one-half percent (7.5%) salary increase effective the first pay period following Council approval (November 18, 2014) for Tier 1 employees in the Service Employees International Union (SEIU) Riverside Chapter Local 721, Refuse Unit in lieu of Cesar Chavez holiday, reduced dental contribution, and matching SEIU General health contribution.

- Three and one-half percent (3.5%) salary increase effective the first pay period following Council approval (November 18, 2014) for Tier 2 and 3 employees in the Service Employees International Union (SEIU) Riverside Chapter Local 721, Refuse Unit in lieu of Cesar Chavez holiday, reduced dental contribution and matching SEIU General health contribution.

- Two and one-half percent (2.5%) salary increase effective the pay period closest to July 1, 2015 for Tier 1 employees in the Service Employees International Union (SEIU) Riverside Chapter Local 721, Refuse Unit.

- One-half percent (0.5%) salary increase effective the pay period closest to July 1, 2015 for Tier 2 and Tier 3 employees in the Service Employees International Union (SEIU) Riverside Chapter Local 721, Refuse Unit.

- One percent (1%) salary increase effective the pay period closest to January 27, 2015 for employees in the Riverside Firefighters' Association.

- Two and one-half percent (2.5%) salary increase effective the pay period beginning closest to July 1, 2015 for employees in the Riverside Firefighters' Association.

- Two and one-half percent (2.5%) salary increase effective the pay period beginning closest to July 1, 2016 for employees in the Riverside Firefighters' Association.

- Two percent (2%) salary increase effective the pay period after April 14, 2015 for employees in the Riverside Fire Management Group.

- Two percent (2%) salary increase effective the pay period following July 1, 2015 for employees in the Riverside Fire Management Group.

- Two percent (2%) salary increase effective the pay period following July 1, 2016 for employees in the Riverside Fire Management Group.Three and one half

percent (3.5%) salary increase effective the first pay period following September 22, 2015 retroactive to February 1, 2015 for employees in the Riverside Police Officer's Association General and Supervisory units and Riverside Police Administrators' Association.

- Two and one half percent (2.5%) salary increase effective the first pay period following July 1, 2016 for employees in the Riverside Police Officer's Association General and Supervisory units and Riverside Police Administrators' Association.

**<u>Section 8.</u> The provisions of this plan shall be operative on the date of its adoption.**

ADDENDUMS: JOB CODE WITH PAY RANGE / STEPS

SALARY SCHEDULE REPORT BY PAY RANGES

# Part III

# ADDENDUM

# Job Code Table
# with
# Pay Ranges/Steps

# Part IV

# ADDENDUM

# Salary Schedule
# Report by
# Pay Range