MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF RIVERSIDE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION RIVERSIDE CHAPTER LOCAL 2028

TABLE OF CONTENTS

		PAGE
PREAMBLE		1
ARTICLE 1	SALARIES	1
ARTICLE 2	TEMPORARY UPGRADE (GENERAL / REFUSE UNITS)	2
ARTICLE 3	GROUP HEALTH INSURANCE PROGRAMS	2
ARTICLE 4	HOURS	6
ARTICLE 5	OPEN ROUTES	6
ARTICLE 6	BARGAINING UNIT MODIFICATIONS	7
ARTICLE 7	AUTOMATION	7
ARTICLE 8	TRAINING	7
ARTICLE 9	JOB SECURITY	8
ARTICLE 10	GRIEVANCE PROCEDURE	8
ARTICLE 11	NO-STRIKE / NO LOCKOUT	10
ARTICLE 12	MANAGEMENT / UNION COMMITTEE	10
ARTICLE 13	NON-DISCRIMINATION	10
ARTICLE 14	VACATION	11
ARTICLE 15	HOLIDAYS	12
ARTICLE 16	JURY DUTY	14
ARTICLE 17	SICK LEAVE	14
ARTICLE 18	INDUSTRIAL ACCIDENT LEAVE	16
ARTICLE 19	BEREAVEMENT LEAVE	17
ARTICLE 20	MILITARY LEAVE	17
ARTICLE 21	UNPAID LEAVE OF ABSENCE	18
ARTICLE 22	SHOP STEWARD RIGHTS	18
ARTICLE 23	BULLETIN BOARDS	18
ARTICLE 24	DRUG TESTING	19
ARTICLE 25	ORGANIZATIONAL SECURITY	19
ARTICLE 26	ENTIRE AGREEMENT AND RIGHTS	21
ARTICLE 27	WAIVER	21
ARTICLE 28	SAVINGS	22
ARTICLE 29	TERM OF AGREEMENT	22

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF RIVERSIDE
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION
RIVERSIDE CHAPTER LOCAL 2028
(SEIU)

PREAMBLE

This Memorandum of Understanding is entered into with reference to the following facts:

A. Representatives of Management for the City of Riverside (hereafter "City") and representatives of the Service Employees International Union, Riverside Chapter Local 2028 (hereafter "Union") have met on a number of occasions and have conferred in good faith exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employee-members represented by the Union.

B. The management representatives and the representatives of the Union have reached an understanding as to certain recommendations to be made to the City Council for the City of Riverside and have agreed that the parties hereto will jointly urge said Council to adopt one or more resolutions which will provide for the changes in wages, hours, fringe benefits and other terms and conditions of employment contained in these joint recommendations.

THEREFORE, the representatives of the City and the Union agree as follows:

The parties hereto shall jointly recommend to the City Council of the City of Riverside that one or more salary resolutions be adopted effectuating the following changes in salaries, fringe benefits and other terms of employment for the employee-members in the Solid Waste Division bargaining unit represented by the Union.

ARTICLE 1
SALARIES

A. Effective as of the payroll hereinafter set forth, the salary ranges for the classifications of employees in the bargaining unit represented by the Union shall be increased to the nearest salary range in the City's salary rate schedule reflecting the following increases:

1. Effective May 12, 2004, the salary ranges of unit employees shall be increased by 2.5%.

2. Effective July 1, 2005, the salary ranges shall be increased by 2.5%.

3. For the fiscal year July 1, 2006 through June 30, 2007, there will be a re-opener on salaries, medical, dental and retirement fund. This re-opener shall occur no later than March 31, 2006.

4. Effective May 5, 2006, the salary ranges shall be increased by 2.5%.

ARTICLE 2
TEMPORARY UPGRADE
(GENERAL / REFUSE UNITS)

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

1. 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 second day of such temporary duties.

2. A temporary 5% increase shall be given to a Solid Waste Collector I during periods when said employee temporarily assumes the duties of a Solid Waste Collector II; which temporary increase shall commence on the first day of said temporary duties, provided a full shift or full route has been completed.

3. Upon completion of training, regular employees classified as Solid Waste Collectors I and II shall be paid an additional five percent (5%) for a total of ten percent (10%) beginning with the thirteenth (13th) shift and thereafter of temporary assignment to the duties of Solid Waste Collector III. The twelve shift threshold need only be met once per affected employee to trigger the ten percent (10%) temporary upgrade.

ARTICLE 3
GROUP HEALTH INSURANCE PROGRAMS

A. During the term of this agreement, the City shall make the following maximum contributions, if needed, for eligible unit members and their qualified dependents, if any, toward the payment of premiums on group health insurance plans:

1. Effective the first pay period in December 2004, the health contribution for Employee+1 will be increased by $30.00 to $563.00, and the health contribution for Employee+2 or more will be increased by $100.00 to $633.00.

2. Effective the first pay period in December 2005, the health contribution for Employee+1 will be increased by $50.00 to $613.00 per month and for Employee+2 or more by $100.00 to $733.00 per month.

3. For the fiscal year 2006-2007, there will be a re-opener on health contribution.

4. Effective the first pay period in May 2006, the health contribution for Employee only will be increased by $25.00 to $558.00 per month, for Employee+1 to $638 per month and for Employee +2 or more by $25.00 to $758.00 per month.

5. The provisions of Article 3A1 through 3A3 above do not apply to those pay periods when premium contributions are not made.

B. Dental Insurance: During the term of this agreement the City shall make the following contributions for eligible unit members and their qualified dependents, toward the payment of premiums on a group dental insurance plan:

1. Effective December 2004, increase by $15.00 to $50.00 per year for Employee+1 and by $15.00 to $65.00 for Employee+2 or more.

2. December 2005 increase by $15.00 to $65.00 for Employee+1 and by $15.00 to $80.00 for Employee+2 or more.

3. The provisions of Section B1 above do not apply to those pay periods when premium contributions are not made.

C. Life Insurance: The City will provide a term life insurance policy of $10,000. The policy is available only for permanent full-time employees after completing one month of service.

D. Part-time Employees: The City's contributions for group health and dental insurance for regularly employed part-time employees who attain permanent status shall be pro-rated as follows:

1. One-half (1/2) for employees regularly scheduled to work between 20 and 29 hours per week;

2. Three-fourths (3/4) for employees regularly scheduled to work between 30 and 39 hours per week.

E. Deferred Compensation: The City shall continue to provide its deferred compensation plan for bargaining unit employees.

F. Employee Assistance Program: Management and the Union recognize that employees and/or members of an employee's family can develop problems which include, but are not limited to, substance dependency, including alcohol, tobacco, drugs or chemicals; mental or emotional distress; marital or family problems; and financial or legal problems.

Management and the Union support the idea of an Employee Assistance Program (EAP) designed to aid in identifying such problems and to provide the appropriate treatment or referral to a resource able to treat the identified problem.

As of the present, the City's EAP is available to employees without charge. However, treatment sources or resources are traditionally subject to charge, all or a portion of which may be covered by the employee's health insurance policy.

The EAP is not a party to this agreement; however, Union and management support of the EAP concept is premised, in part, upon their reliance on EAP's respecting the confidentiality of employee communications, referrals and treatment. Such confidentiality remains subject to the normal exceptions provided by law, related to litigation or in connection with a "last chance" or similar type agreement between the City, the Union and/or the employee.

G. Retirement: The unit employees are part of the City's PERS retirement plan. Current plan is the 2.7% at age 55 formula.

H. Health Insurance Contribution Fund for Retirees

1. Effective as soon as practicable following ratification of this Agreement, the City will establish the City of Riverside/SEIU Local Chapter 2028 Health Insurance Premium Contribution Fund (Fund) for retirees in the amount of $10,000. Such contribution to be prudently invested. (This provision was complied with in 1999 and in July 2002 per MOU provisions of those years.)

2. Provide a .25% contribution per full-time employee effective January 1, 2005 and by .25% effective January 2006.

3. Effective January 2006 the City shall contribute $3,000 to the retiree fund and another $3,000 in January 2007.

4. Effective for the fiscal year 2006-2007 the City shall contribute $10,000 to the retiree fund.

5. The principal of the Fund will be used to help pay premiums for group health insurance for employees who retire from bargaining unit classifications on or after the effective date of this Amendment to Agreement.

6. For eligible retirees the Fund shall contribute up to $100 per month.

7. Under no circumstances shall the Fund contribute an amount which exceeds the dollar amount then being contributed to current active employees at the employee-only rate.

8. In order to be eligible an employee must also meet the following eligibility requirements:

   (a) An employee who receives a service retirement or a non-industrial disability retirement must have at least 20 years service with the City of Riverside and must have retired from the City;

   (b) Subject to the following provisions, an employee who receives an industrial disability retirement will be eligible after years of active service plus years on disability retirement equal to 20, provided that the industrial disability retirant has served a minimum of five (5) years with the City of Riverside. Years of active service may include up to five (5) years of public agency service during which service the retirant was also eligible to be covered by the PERS retirement system. The SEIU/City advisory group may make exceptions to the total years of service requirement for industrial disability retirements in case of catastrophic injury or other compelling circumstances. In the event the advisory group is deadlocked on any such question the matter shall be referred to the then chairperson of the City's Human Resources Board whose decision shall be final.

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

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

11. It is contemplated that retirees who are temporarily disqualified under paragraph 7 above may, at some time, no longer be ineligible under that criteria. In such event, if, during the period of ineligibility they did not maintain coverage in a City-sponsored health program at their own expense, they may apply for readmission to a City-sponsored health insurance program for retirees. If the insurer won't let them back in and they qualify for and obtain an individual program of medical insurance, they will then be eligible for appropriate contributions from the Fund for so long as they remain insured and eligible. Neither the Union nor the City is a guarantor of readmission or admission to a City-sponsored health plan nor to any other health insurance plan.

12. The City will not be requested to augment this particular fund except as follows:

    (a) When the amount in the Fund equals or is less than the equivalent of a one-third of one percent salary increase for the bargaining unit, the Union may request that the remainder of the Fund be applied to the salary schedule; or in connection with the next negotiations, propose that a new Fund be established or that the amount in the Fund be increased.

    (b) If the trigger point has been reached (Fund equals one-third of one percent salary increase) and there is a significant chance the Fund may exhaust itself before expiration of the then current Memorandum of Understanding, the Union may request a re-opener limited to the issues of retiree health insurance fund and salaries.

13. There is no entitlement to benefits hereunder beyond the funded amount. The continuation of this benefit is subject to the negotiation process and may be terminated through negotiations or by exhaustion of the Fund amount. In such event, the retiree will have no further right or entitlement to a continuation of this benefit.

14. This Section H, titled "Health Insurance Premium Contribution Fund for Retirees," is subject to the savings and separability language of this MOU and it is understood and agreed that the voiding of one or more components of this program will not automatically void the remaining components of the program.

15. A joint Union/City Advisory Committee will review claims for contributions and decide disputed claims; and shall be provided with periodic reports as to the status of the Fund. The Committee will consist of two (2) members appointed by the Union and two (2) members appointed by City Management. In the event of deadlock, the matters shall be referred to the then chairperson of the City's Human Resources Board, whose decision shall be final.

16. The establishment of this Fund is based upon the principle that it is "governmental" and, therefore, exempt from ERISA. Any effort or enactment to bring this Fund under ERISA will cause the immediate dissolution of the Fund

with one-half the remaining principal to be distributed in equal lump sums to the participating members and one-half to revert to the City.

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

ARTICLE 4
HOURS

A. Incentive Program: The City's right to assign routes, pick-ups, and to schedule refuse related work is not limited by the incentive program. Heavy pick-up appointments (in lieu of Fall/Spring clean-up) will be prescheduled. The City's team approach to picking up additional routes or portions of routes when employees are absent shall remain in effect. SEIU (the Union) may defer matters related to this clause for review at Labor Management Committee meetings. The department retains the discretion to send all or a part of a crew home without loss of pay when assigned work has been completed. This does not change current practice.

B. Overtime: All hours assigned, authorized and actually worked in excess of ten (10) in any one workday shall be paid for at one and one-half (1-1/2) times the employee's regular hourly rate in any work week during which the employee is not absent for any reason other than holiday or vacation; in such work weeks when the employee is absent for a reason other than holiday or vacation, the general rule shall apply as follows: employees shall be paid one and one-half (1-1/2) times their regular hourly rate for all hours assigned, authorized and actually worked in excess of forty (40) hours in any one workweek. See Article 15, Holidays, for specific provisions related to holiday time.

1. The Department will attempt to distribute overtime assignments as equally as practical under the circumstances of the following sections:

   (a) The Department will provide the Union a payroll generated report of all overtime hours worked on a monthly basis for employees covered by this agreement.

   (b) The Department will maintain a list of bargaining unit employees who are eligible to work overtime beginning with the most senior employee.

C. Call Time: A permanent, part-time employee 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.

ARTICLE 5
OPEN ROUTES

A. When there is a vacancy on a route, employees may submit a bid for the vacancy. The most senior qualified employee submitting a bid will be offered the route, subject to the following conditions:

1. There is no classification change; and

2. As a result of the initial vacancy only two employee switches are accomplished through this provision; the remaining vacancy or vacancies may be filled by department assignment.

ARTICLE 6
BARGAINING UNIT MODIFICATIONS

A. Minor modifications to the bargaining unit may be made provided all affected parties agree.

ARTICLE 7
AUTOMATION

A. Effective the date of agreement, new automated routes will be assigned in the following order:

1. Solid Waste Collector III's in order of department seniority.

2. Solid Waste Collector II's shall be assigned to Solid Waste Collector III's in order of seniority with the following restrictions:

   (a) With no discipline imposed within the preceding 12 months.

   (b) Whose overall ratings have been satisfactory or above for the preceding 12 months.

B. Solid Waste Collector I's promotion to Solid Waste Collector II or III are subject to the conditions of 2(a) and (b).

C. Solid Waste Collector I's and II's shall be subject to a promotional probationary period when assigned to Solid Waste Collector III (automated route).

ARTICLE 8
TRAINING

A. The City's training programs and opportunities will be open to bargaining unit employees on the same basis as other City employees. The parties may utilize the Management-Labor Committee for suggesting training areas and courses.

B. The City agrees to provide training opportunities to this bargaining unit with the specific goal of providing enough training to qualify employees for transfer into other departments within the City.

ARTICLE 9
JOB SECURITY

A. During the life of this Memorandum of Understanding, the City will not privatize its current refuse collection routes so as to displace or reduce the total number of current regular staff. Should there be circumstances beyond the control of the City or SEIU 2028, which may potentially impact rate structure, the parties shall meet to discuss the City's plan to address this.

B. Should the City decide to proceed with a contracting decision, whenever possible, the City will transfer employees who would otherwise be laid off, displaced or demoted to another position within the City.

C. In the event that any employee that would otherwise be laid off, demoted, or displaced is not transferred to another position in the City; that employee(s) will be placed on a preferential hiring list for comparable positions and others that the employee qualifies for, until another position becomes available. The City will provide referrals for job placement and career counseling, training, and job fairs when no placements are available. Additionally, the City recognizes that certain employees will require retraining or certification in order to be placed in other positions.

ARTICLE 10
GRIEVANCE PROCEDURE

A. A grievance is an allegation by a unit member or members or the Union that he/she/they has (have) been affected by a violation, misinterpretation or misapplication of the specific written provisions of this Memorandum of Understanding, the City's Salary and Fringe Benefit Resolution or the City's written personnel policies. Disciplinary action against permanent employees is also subject to this procedure.

Only personnel evaluations which result in a denial or postponement of a pay increase are specifically included in this procedure. Excluded from this procedure are the City's Employer-Employee Relations Resolution and administrative regulations implementing the City policies unless specifically prohibited by or in contradiction of the specific written provisions of this existing Memorandum of Understanding or the City's salary and fringe benefit resolutions.

B. Time Limits: The time limits herein are maximum time limits; however, time limits may be extended by mutual agreement. In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance. In the event the City fails to meet a time limit, such failure shall allow the grievant to proceed to the next level of the grievance procedure.

C. Informal Step: Except for disciplinary matters, the grievant(s) shall first attempt orally and informally to resolve the matter with the immediate supervisor. If there is no satisfactory resolution, the grievance may proceed to Step One subject, however, to the time limits outlined therein.

D. The written grievance shall contain a statement of the grievance, the specific provisions, resolutions section and/or policies allegedly violated, and the specific remedies sought.

E. Step One: No later than ten (10) working days following the act or omission giving rise to the grievance, or no later than ten (10) working days following the date upon which the employee reasonably should have known of the act or omission, the grievant must present such grievance in writing on an appropriate form to the Department Head. The Department Head shall communicate a written decision to the employee within ten (10) working days after receiving the grievance.

F. Step Two: In the event the grievant is not satisfied with the decision in Step One, the grievant may appeal the decision to the Municipal Employee Relations Officer (hereafter "MERO") within ten (10) working days of receiving the department head's written answer or the date the answer should have been delivered.

G. The MERO shall communicate a written decision within ten (10) working days after receiving the appeal.

H. Step Three: If the grievant is not satisfied with the decision of grievance at Step Two, the grievant may request that the Union submit the grievance to binding arbitration. The Union shall have exclusive authority to determine whether a grievance shall be taken to arbitration. If the Union elects to proceed, it must so request in writing to the MERO within thirty (30) working days after the Step Two decision was or should have been rendered.

I. In the event the parties are unable mutually to agree upon an arbitrator within ten (10) working days after referral to arbitration, they shall request a panel of seven (7) names be submitted to both parties by the California State Conciliation Service. Upon receipt of the list of names, the parties shall alternately delete names from the list until only one remains, and said last named shall be selected as the arbitrator.

J. The arbitrator's decision shall be final and binding upon the parties hereto, and shall be in writing and shall set forth his findings of fact, his reasonings, conclusions and remedy. The arbitrator's authority shall be limited to deciding the issues submitted by the parties; if the parties are unable to agree on the issue, each party shall submit a proposed statement of the issues to the arbitrator who will then determine the issue by selecting one party's statement or determine the issue by stating it prior to concluding the taking of evidence; the arbitrator shall have no jurisdiction or authority to add to, delete from or modify the specific written provisions of the Memorandum of Understanding, City's Salary and Fringe Benefit Resolution or the City's written personnel policies.

K. Costs for the service of the arbitrator, including, but not limited to fees, per diem expenses, travel and subsistence expenses, a transcript and the cost of a hearing room, if any, will be borne equally by the parties. All other costs will be borne by the party incurring them.

L. The Grievance/Arbitration procedure is the exclusive remedy for resolving the issues contained in the grievance. While the decision of the arbitrator herein is final and binding, nothing in this agreement shall preclude the parties from seeking to confirm, vacate or correct the arbitrator's award pursuant to the California Code of Civil Procedure, section 1285, et seq.

M. Miscellaneous: A unit member may be represented at all stages of the grievance procedure by himself prior to the Arbitration Step or, at his/her option, by representatives provided by the Union. In this procedure any reference to grievant means grievant and/or his/her representative.

ARTICLE 11
NO-STRIKE / NO LOCKOUT

A. Both the City and the Union recognize the continuing obligation to provide refuse service to the City of Riverside. Accordingly, during the term of this agreement, the Union, its officers, agents, representatives and/or members agree they will not cause, condone or participate in any strike, walk out, work stoppage, job action, slowdown or sick-out, including compliance with a request of any other labor organization to engage in any or all of the preceding activities; provided, however, that it shall not be a violation of this agreement for individual employees to refuse to cross a lawful primary picket line established by a labor organization in connection with its dispute against an employer other than the City of Riverside.

During the term of this agreement, the City agrees it will not lock out employees represented by the Union.

ARTICLE 12
MANAGEMENT / UNION COMMITTEE

A. The City and the Union will maintain a Management/Union committee comprised of eight (8) members. The City's team shall consist of representatives from the City Manager's office, the Human Resources Department, and the Public Works Department. The Union shall provide four (4) members to sit on its committee, at least three of which must be employees of the City. This committee shall meet at least quarterly to discuss matters of concern to both management and the Union and a written summary of each meeting shall be prepared by the City. The committee shall have the authority to agree upon appropriate resolution of problems brought to its attention and affecting day-to-day concerns at both the City and the Union. In so doing, the committee shall be authorized to schedule meetings more frequently than the quarterly ones required herein in order to expeditiously respond to concerns properly before the committee.

ARTICLE 13
NON-DISCRIMINATION

A. Neither the City nor the Union will discriminate against employees on the basis of race, color, religion, sex, national origin or sexual preference (sexual preference as used herein is limited to heterosexuality, homosexuality, and/or bisexuality).

ARTICLE 14
VACATION

A. Full-time permanent employees are eligible to accrue vacation pursuant to the following schedule:

Continuous Years of Service	Vacation Weeks Earned
0-5	2
6-10	3
11+	4

Employees who have been in the continuous employ of the City for six (6) full months shall receive annual working day vacation calculated on the following basis:

1. During each of the first five (5) years of continuous employment, 80 hours of vacation per year accumulated as follows: 6.6 hours per month; provided, however, the rate for the last month of each quarter shall be 6.8 hours.

2. During each of the next five (5) years of continuous employment following the first five (5) years, 120 hours of vacation per year accumulated at the rate of 10.0 hours per month.

3. During each of the following years of continuous employment after the first ten (10) years, 160 hours of vacation per year accumulated at the rate of 13.3 hours per month; provided, however, the rate for the last month of each quarter shall be 13.4 hours.

4. Employees in the continuous employ of the City for six (6) full months (other than temporary and seasonal employees) regularly employed between 20-29 hours per week, earn vacation at one-half the regular rate; those regularly employed between 30-39 hours per week earn vacation at three-fourths the regular rate.

5. Vacation shall be scheduled and approved by the department head. Employees may be permitted to take earned vacation leave within the same calendar year in which it is earned with the approval of the department head. No paid vacation leave shall be allowed except earned vacation leave. 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 years accumulation by March 1 of that year.

6. During the period of June 15 through September 15 only, employees will be allowed to take two weeks maximum vacation time to allow more employees to be able to take vacations during those months.

ARTICLE 15
HOLIDAYS

A. Authorized holidays are as follows:

January 1	New Year's Day
Third Monday in January*	Martin Luther King Day
February 12	Lincoln's Birthday, except as provided below
Third Monday in February*	President's Day, except as provided below
Last Monday in March	Cesar Chavez' Birthday
Last Monday in May*	Memorial Day
July 4	Independence Day
First Monday in September*	Labor Day
Second Monday in October	Columbus Day, except as provided below
November 1	Veteran's Day, except as provided below
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

Holiday Schedule

Holiday	**2004**	**Work Days**	**Holiday**	**Overtime Day**
Christmas Day (Sat)	12/25/04	M, T, Th, F	10 hrs	1.5x for Fri

Holiday	**2005**	**Work Days**	**Holiday**	**Overtime Day**
New Year's Day (Sat)	01/01/05	M, T, Th, F	10 hrs	1.5x for Fri
Martin Luther King Day	01/17/05	T, W, Th, F	10 hrs	1.5x for Wed
Lincoln's Birthday	02/12/05	M, T, Th, F	10 hrs	1.5x for Fri
President's Day	02/21/05	T, W, Th, F	10 hrs	1.5x for Wed
Cesar Chavez' Birthday	03/28/05	T, W, Th, F	10 hrs	1.5x for Wed
Memorial Day	05/30/05	T, W, Th, F	10 hrs	1.5x for Wed
Independence Day	07/04/05	T, W, Th, F	10 hrs	1.5x for Wed
Labor Day	09/05/05	T, W, Th, F	10 hrs	1.5x for Wed
Columbus Day	10/10/05	T, W, Th, F	10 hrs	1.5x for Wed
Veteran's Day	11/11/05	M, T, Th, F	10 hrs	1.5x for Fri
Thanksgiving Day	11/24/05	M, T, F, Sa	10 hrs	2.0x for Sat
Christmas Day (Sun)	12/25/04	T, W, Th, F	10 hrs	1.5x for Wed

Holiday	**2006**	**Work Days**	**Holiday**	**Overtime Day**
New Year's Day (Sun)	01/01/06	T, W, Th, F	10 hrs	1.5x for Wed
Martin Luther King Day	01/16/06	T, W, Th, F	10 hrs	1.5x for Wed
Lincoln's Birthday (Sun)	02/12/06	T, W, Th, F	10 hrs	1.5x for Wed
President's Day	02/20/06	T, W, Th, F	10 hrs	1.5x for Wed
Cesar Chavez' Birthday	03/27/06	T, W, Th, F	10 hrs	1.5x for Wed
Memorial Day	05/29/06	T, W, Th, F	10 hrs	1.5x for Wed
Independence Day (Tues)	07/04/06	M, W, Th, F	10 hrs	1.5x for Wed
Labor Day	09/04/06	T, W, Th, F	10 hrs	1.5x for Wed
Columbus Day	10/09/06	T, W, Th, F	10 hrs	1.5x for Wed
Veteran's Day (Sat)	11/11/06	M, T, Th, F	10 hrs	1.5x for Fri
Thanksgiving Day	11/23/06	M, T, F, Sa	10 hrs	2.0x for Sat
Christmas Day (Mon)	12/25/06	T, W, Th, F	10 hrs	1.5x for Wed

Holiday	2007	Work Days	Holiday	Overtime Day
New Year's Day (Mon)	01/01/07	T, W, Th, F	10 hrs	1.5x for Wed
Martin Luther King Day	01/15/07	T, W, Th, F	10 hrs	1.5x for Wed
Lincoln's Birthday (Mon)	02/12/07	T, W, Th, F	10 hrs	1.5x for Wed
President's Day	02/19/07	T, W, Th, F	10 hrs	1.5x for Wed
Cesar Chavez' Birthday (Mon)	03/26/07	T, W, Th, F	10 hrs	1.5x for Wed
Memorial Day	05/28/07	T, W, Th, F	10 hrs	1.5x for Wed

The chart above reflects the application of terms and conditions as agreed to at the bargaining table with SEIU-Refuse.

For Saturday work, management shall first seek volunteers for that workday; if there are insufficient volunteers, the City may assign employees on the basis of inverse seniority within the applicable classification.

B. Additional days not authorized above appointed by the City Council for a public fast, thanksgiving or holiday.

C. The provisions of state law making every day on which an election is held throughout the state a state holiday shall not apply nor create a City holiday.

D. 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.

E. If the holiday falls on Saturday, employees shall work their regular schedule subject to the conditions of provisions below.

F. Friday work shall be paid at one and one-half times (1-1/2) the employee's regular rate. Employee shall receive their holiday pay for Friday.

G. Holidays marked with an asterisk (*) traditionally fall on a Monday; in the workweeks when such holidays occur employees will work Tuesday through Friday and receive eight (8) hours additional pay in lieu of the holiday.

H. Unit members regularly employed between 20-29 hours per week are eligible for holiday pay at one-half (1/2) the regular rate. Unit members regularly employed between 30-39 hours per week are eligible for holiday pay at three-fourths (3/4) the regular rate. In order to be eligible for holiday pay, an employee 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 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 for said holiday or day observed in lieu of the holiday.

ARTICLE 16
JURY DUTY

A. Bargaining unit employees summoned to jury duty will receive their regular salary but must relinquish to the City the daily fee they receive as a juror. The mileage reimbursement, however, may be kept. 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 Commission, the employee is required to report to work. Employees are not required to report to work before jury duty.

B. 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.

ARTICLE 17
SICK LEAVE

A. Permanent full-time employees continuously employed by the City for one hundred eighty (180) days accumulate eight (8) hours of sick leave credit for each full month of employment or major portion thereof; provided, however, all employees who regularly work other than eight or ten hours per work day shall receive one working day credit for each full month of employment or major portion thereof, which workday for the purposes of this subsection shall be as determined by said employee's department head as approved by the City Manager. Such leave credit may be accumulated without limitation.

B. Sick leave shall be allowed only for actual illness 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 from a physician, surgeon or other person practicing a recognized healing art certified by the state; 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. All sick leave shall be approved by the department head.

C. Notwithstanding the above, the City may require verification of sick leave use whenever it has reason to believe there is misuse, abuse or a pattern of abuse.

D. Persons regularly employed between 20-29 hours per week accrue sick leave benefit at one-half (1/2) the regular rate.

E. Persons regularly employed between 30-39 hours per week accrue sick leave benefits at three-fourths (3/4) the regular rate.

F. Family Sick Leave: Accumulated sick leave days may be used for qualifying family illness as follows: sick leave for family illnesses will be allowed only for the sickness of the spouse of, or the children of, or mother or father of, the employee living within the same household. All family sick leave shall be approved by the department head and a statement establishing the need for sick leave from a physician, surgeon, or other

person practicing a recognized healing art certified by the state may be required as a condition of payment while on such leave.

G. Upon death, retirement, or disability retirement, employees with five-fourteen (5-14) years of service shall receive 25% of compensation for unused sick leave. Employees with fifteen (15) or more years of service shall receive 50% compensation for unused sick leave.

H. Sick leave payoff will be based on the average of the highest three (3) years' regular earnings, upon retirement, disability retirement or death, consistent with the above sick leave payoff provisions.

I. Sick Leave Use

1. In order to clarify the established disciplinary policy which provides that abuse of leave and excessive absenteeism are grounds for discipline, the following "no-fault" absenteeism policy applies.

2. Absenteeism shall be measured against accumulated sick leave based upon years of service.

3. Failure to maintain the following minimums shall be grounds for discipline:

Year*	Maximum Possible Hours of Accumulation	Minimum Hours Year-End
1	96	36
2	192	72
3	288	108
4	384	144
5	480	180
6	576	216
7	672	252
8	768	288
9	864	324
10	960	360

*Table only shows through year 10, but would be applicable throughout employment with the City. For each year of employment after 10, add 96 hours to the Maximum Accumulation Column and 40 hours to the Minimum Hours Column.

4. Leave of absence for personal illness or injury, and personal illness which qualifies for State Disability Insurance shall not count against the employee's accumulation for purposes of discipline.

5. A doctor's certificate may be required in the case of sick leave family illnesses in excess of two (2) days.

6. The employee's immediate supervisor shall counsel the employee whenever it appears that sick leave usage is headed towards discipline as provided below. Such counseling will have due regard for the number of instances of sick leave usage. Whenever an employee's accumulated hours fall below the required minimum the following shall apply:

   (a) The employee shall receive a written reprimand;

   (b) Within six (6) months the employee will have accumulated at least 24 more hours or may receive up to a 16-hour suspension without pay;

   (c) Within an additional six (6) months the employee will have accumulated at least 24 more hours or may receive up to a four (4) day suspension without pay;

   (d) Within an additional six (6) months the employee will have accumulated at least 24 more hours or may be terminated;

   (e) An employee who maintains the required minimum for one year following application to him/her of steps a, b, and/or c above shall be entitled to application of step a; and

   (f) If an employee, already disciplined, falls below the minimum within one year, discipline shall be invoked at the next succeeding step.

7. Unit members whose wages remain reduced as of the date of agreement under the prior sick leave abuse plan shall remain covered thereby unless and until their status has been changed though negotiations.

ARTICLE 18
INDUSTRIAL ACCIDENT LEAVE

A. Bargaining unit employees, while incapacitated on account of injury or illness arising out of or in the course of employment, 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 such temporary disability, or the reaching of a permanent and stationary condition, or the expiration of one year, whichever occurs first.

B. When the absence is less than one 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 hereinabove 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.

C. The benefits of this section apply only to employees who have successfully completed their probationary period and are classified as permanent.

ARTICLE 19
BEREAVEMENT LEAVE

A. Permanent full-time employees, regardless of period of service, may, in the event of death of any relative or domestic partner of the first degree by blood or marriage, or any relative with whom they reside under the same roof, or brother or sister, be allowed up to the equivalent of one workweek of bereavement leave without loss of salary. In the event of death of a relative of the second degree who does not reside under the same roof, bereavement leave for one workday with no loss of salary may be granted in order to attend the funeral.

B. Persons regularly employed between 20-29 hours per week may be granted one-half (1/2) such leave, and persons regularly employed between 30-39 hours per week may be granted three-fourths (3/4) of the applicable leave.

C. Two bargaining unit representatives will be selected to attend the funeral of a co-worker in the Refuse Department on behalf of co-workers, with pay, if funeral happens during working hours, provided the funeral is held within a thirty (30) mile radius of city limits.

D. Up to four (4) days bereavement are allowed for death of:

Spouse	Mother-in-law
Child	Father-in-law
Step-Child	Brother
Mother	Step-Brother
Father	Grandchild
Stepparent	Step-Grandchild
Sister	Grandparent
Step-Sister	

E. One (1) day is allowed to attend the funeral of:

Sister-in-law
Brother-in-law
Grandmother or Grandfather of employee's spouse

ARTICLE 20
MILITARY LEAVE

A. Military leave of absence and reemployment return rights arising therefrom will be governed by applicable state and federal law.

ARTICLE 21
UNPAID LEAVE OF ABSENCE

A. An employee may be allowed a leave of absence without pay by his department head, not to exceed thirty (30) calendar days.

B. An employee, except temporary or seasonal employees, may be allowed a leave of absence without pay upon recommendation of the department head, with the approval of the City Manager, not to exceed ninety (90) days. Leave of absence beyond a ninety-calendar-day period must be approved by the City Council.

C. An employee on unpaid leave shall not be entitled to receive the benefits of vacation, holidays, sick leave or any portion of the City's contribution towards health, dental, life or disability insurance premiums. Also, the employee's anniversary date will be extended to equal the length of the leave of absence if the leave exceeds twenty (20) working days. The employee's seniority date with the City will not be affected.

ARTICLE 22
SHOP STEWARD RIGHTS

A. The Union may designate no more than two (2) employees within the department as the Stewards for the purpose of assisting other Union members in the resolution of grievances arising under the Memorandum of Understanding.

B. During negotiations for a successor to this Memorandum of Understanding, the Union may designate three (3) persons to meet and confer with the City's representatives. Two such employees will be eligible for released time.

C. Time off for grievance processing shall require twenty-four (24) hours' notice to the supervisor if it is necessary to provide a substitute. Time off shall be limited solely to one (1) designee representing a grievant, and the grievant, in a conference with a management person. Under no circumstances shall this time off include use of time for matters such as investigating grievances, gathering information, interviewing witnesses, or preparing a presentation.

ARTICLE 23
BULLETIN BOARDS

A. The MERO, in cooperation with the Public Works Department, shall designate a bulletin board within the department for use by the Union for the following purposes:

1. Notices of union meetings.
2. Notices of union elections and their results.
3. Notices of union recreational and social events.
4. Notices of official union business.
5. Other communications directly related to lawful union business.

B. All of the above are subject to following conditions:

1. All materials must receive the approval of the MERO prior to posting on the bulletin board.

2. All material must be dated and must identify the union which published them.

3. All the material must be presented and/or signed or approved by authorized union representatives.

4. Actual posting of materials may be done by authorized union representatives as soon as possible after approval. Absent special arrangements, materials posted will be removed thirty-one (31) days after the publication date. Materials which the MERO considers objectionable will not be posted; provided, however, the MERO shall first discuss this denial with the union.

C. If the union fails to abide by the rules and conditions, the privilege of having materials posted on department bulletin boards may be suspended or forfeited.

ARTICLE 24
DRUG TESTING

A. The Union and City are mutually committed to controlling and eliminating drug/alcohol use and abuse from the workplace. The Union and City recognize the need for a comprehensive program.

ARTICLE 25
ORGANIZATIONAL SECURITY

A. Subject to Section 4, Payroll Deductions, of the City's Employer-Employee Relations Resolution, upon the voluntary written authorization of bargaining unit employees, the City shall deduct and remit to the Union the Union's initiation fee and periodic dues for members of the Union. Any unit member who is not a member of the Union, or who does not make application for membership within thirty (30) days following the effective date of this paragraph, or, for those hired after the effective date of this paragraph, within thirty (30) days from the commencement of duties, shall become a member of the Union or pay to the Union a fee in an amount not to exceed the Union's periodic dues; provided, however, that the unit member may authorize payroll deductions for such fee in the same manner as provided in the paragraph above.

B. Dues and agency fees withheld by the City shall be transmitted to the Union Officer designated in writing by the Union as a person authorized to receive such funds, at the address specified.

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

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

D. No unit member shall be required to join the Union or to make an agency fee payment if the unit member is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must, instead, arrange with the Union to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax exempt under Section 501(c) (3) of the Internal Revenue Code, chosen by the employee.

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

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

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

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

I. The Union will defend, indemnify and hold harmless the City of Riverside from any loss, liability or cause of action arising out of the operation of this article. Upon commencement of any such legal action, the Union shall have the right to decide and determine whether any claim, liability, suit or judgment made or brought against the City because of such action shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of the Union shall not diminish the Union's indemnification obligations under this agreement.

The City, immediately upon receipt of notice of such legal action, shall inform the Union of such actions, provide the Union with all information, documents, and assistance necessary for the Union's defense or settlement of such action, and fully cooperate with the Union in providing all necessary witnesses, experts and assistance necessary for such defense.

The Union, upon compromise or settlement of such action, shall immediately pay the parties to such action all sums due under such settlement of compromise. The Union, upon final order and judgment of a court of competent jurisdiction awarding damages to any employee of the City, shall pay to such employee all sums owing under such order and judgment.

ARTICLE 26
ENTIRE AGREEMENT AND RIGHTS

A. It is understood that existing ordinances, resolutions and written policies of the City cover matters pertaining to employer-employee relations including, but not limited to, salaries, wages, benefits, hours and other terms and conditions of employment. Therefore, it is agreed that all such ordinances, resolutions and policies, including the employer-employee relations resolution, are hereby incorporated herein by this reference and made a part hereof as though fully set forth and, except as provided herein, shall remain in full force and effect during the term hereof. The parties hereto agree that nothing in this Memorandum of Understanding shall in any manner abridge, restrict or modify the rights and prerogatives of the City and its employees as set forth in Article I, Sections 4 and 5, and Article III, Section 1B of Resolution No.15079 or its successor, if any.

ARTICLE 27
WAIVER

A. The City and the Union agree that for the term of this agreement, each party waives its rights and each party agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter whether or not pertaining to or covered by the agreement, except as to meeting and conferring over the renewal or continuation of this Memorandum of Understanding at its expiration date in accordance with said Employer-Employee Relations Resolution; and except as follows: Except in an emergency the City will not change matters within the scope of representation without first notifying the Union and providing it an opportunity to meet and confer; emergency changes shall be limited to the duration of the emergency.

ARTICLE 28
SAVINGS

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

ARTICLE 29
TERM OF AGREEMENT

A. Upon acceptance by the City Council, this Memorandum of Understanding shall be effective, except as otherwise specifically provided herein, and shall remain in full force and effect May 12, 2004 through midnight June 30, 2007. Nothing herein shall be read to prevent the parties from mutually agreeing thereafter to continue this agreement in effect on a day-to-day basis or until a successor Memorandum of Understanding is agreed upon.

MANAGEMENT REPRESENTATIVES
CITY OF RIVERSIDE

_____

_____

_____

_____

_____

_____

Dated: _____

SERVICE EMPLOYEES INTERNATIONAL
UNION, RIVERSIDE CHAPTER
LOCAL NO. 2028

_____

_____

_____

_____

_____

_____

Dated: _____

APPROVED AS TO FORM

_____