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

Memorandum
Of
Understanding
Police Unit

January 1, 2025 – December 31, 2027

MEMORANDUM OF UNDERSTANDING BETWEEN THE REPRESENTATIVES OF MANAGEMENT FOR THE CITY OF RIVERSIDE AND RIVERSIDE POLICE OFFICERS' ASSOCIATION (POLICE UNIT)

PREAMBLE

The purpose of this document is to set forth the full terms and conditions of employment for the Police Unit during the term of January 1, 2025 through December 31, 2027. This consolidated Memorandum of Understanding is entered into with reference to the following facts:

Representatives of Management for the City of Riverside (hereafter "City") and representatives of the Riverside Police Officers' Association (hereafter "Association" or "RPOA") have met on a number of occasions and have conferred in good faith exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of non-management employee-members in the Police Unit represented by the Association.

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ARTICLE 1: RECOGNITION CLAUSE

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

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

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

ARTICLE 2: PAY PRACTICES AND PROBATIONARY PERIOD

Section 2.1 GENERAL PAY

2.1.1

2.1.1.1 Effective with pay period beginning January 3, 2025, all members of the bargaining unit shall receive a four percent (4%) increase to their base salary.

2.1.1.2 Effective with pay period following January 1, 2026, all members of the bargaining unit shall receive a four percent (4%) increase to their base salary.

2.1.1.3 Effective with pay period following January 1, 2027, all members of the bargaining unit shall receive a five percent (5%) increase to their base salary.

Section 2.2 STEP PROGRESSION

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

2.2.1.1 Step 1 to Step 2 - 6 months.

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

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

Flight Instructor (CFI) rating. The CFI position will be assigned and serve at the discretion of the Chief of Police. No more than two (2), but not less than one (1) CFI position will be filled at any time.

Section 2.3 EDUCATIONAL PAY-PEACE OFFICER STANDARD TRAINING (POST) CERTIFICATE PAY

2.3.1 Effective January 1, 2017, to comply with CalPERS special compensation language requirements, the City will provide certificate pay on a bi-weekly basis to all eligible unit members who qualify the following percentage amounts paid at the employee's base pay for having and/or obtaining an Intermediate or Advanced Certificate from the Commission on Peace Officers Standards & Training (POST) of the State of California.

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

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

Section 2.4 BILINGUAL PAY

Effective January 1, 2017, to comply with CalPERS special compensation language requirements, employees who are routinely and consistently required to communicate in languages other than English shall receive a bilingual stipend of an additional three percent (3%) of base salary on a bi-weekly basis. Employees must pass a bilingual assessment administered by Human Resources.

Section 2.5 MOTORCYCLE PATROL PREMIUM PAY AND FUGITIVE OFFICER PREMIUM PAY

2.5.1 Motorcycle Premium Pay: Effective January 1, 2017, to comply with CalPERS special compensation language requirements, Unit Members who are routinely and consistently assigned to operate and/or patrol on motorcycle shall receive a 3% pay on a bi-weekly basis calculated off the employee's base salary.

2.5.2 Fugitive Officer Premium Pay: Effective January 1, 2017, to comply with CalPERS special compensation language

requirements, Unit Members who are routinely and consistently assigned to pursue persons who have or are fleeing from justice shall receive bi-weekly premium pay calculated off the employee's base salary as follows based on the assigned Fugitive Officer Team:

Metro Team (Red Team)	3%
Collateral Metro (Blue / White Team)	1.5%
Metro Sniper Team	1.5%
Hostage Negotiation Team	1.5%

Section 2.6 FIELD TRAINING OFFICER (FTO) PREMIUM PAY

2.6.1 Field Training Officers earn straight compensatory time at the rate of 1.25 hours for each ten hours that they train a trainee. Each training shift will be entered on a Field Training Officer Log and these should normally be submitted when 80 hours of training have accrued. The FTO Program Coordinator will then enter the accrual of 10 hours of straight compensatory time in the timecard tracking system.

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

Section 2.7 TECHNICAL SERVICES UNIT (TSU)– HAZARD PREMIUM PAY

Effective January 1, 2017, to comply with CalPERS special compensation language requirements, any unit member assigned to the Police Technical Services Unit working as an Explosive Ordinance Technician shall receive an additional 10% on a bi-weekly basis and calculated off the employee's base pay. Unit members eligible to receive this hazard pay are routinely and consistently exposed to hazardous substances or perform hazardous activities to implement health or safety procedures.

Section 2.8 CANINE PREMIUM PAY

Effective January 1, 2017, to comply with CalPERS special compensation language requirements, employees that are consistently and regularly assigned responsibility for canine handling and care shall receive fifteen (15) hours per month paid at the premium rate equal to time and one half (1 ½) of the employees rate. The premium rate equal to one and one half (1 ½) of the employee's rate includes all applicable specialty pay, education pay (POST), patrol premium pay, fugitive officer premium pay, bilingual

pay, hazard pay shift differential and certificate pay. This stipend represents a good faith estimate by RPOA and the City as to the average amount of time that K9 officers devote to animal care.

Section 2.9 SHIFT DIFFERENTIAL

2.9.1 Police Officers who are regularly assigned to Watch A (Graveyard shift) shall receive additional compensation in the amount of $24.00 for each such shift; police officers who are regularly assigned to Watch C (Swing shift) shall receive additional compensation in the amount of $18.00 for each such shift. To comply with CalPERS reporting requirements of pensionable compensation, effective September 2017, any shift differential pay reported will not be subject to any previous eligibility requirements; this retroactivity will only be applicable for CalPERS reporting purposes.

2.9.2 This section was left intentionally blank.

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

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

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

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

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

Section 2.10 PROBATIONARY PERIOD

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

Section 2.11 POLICE PILOT

At the discretion of the Chief of Police, sworn Riverside Police Department personnel assigned to the Air Support Unit who meet the RPD qualifications for Pilot-in-Command, shall be promoted to the rank of Police Pilot.

The City will provide required FAA Second Class Medical Examinations to pilots assigned to the Air Support Unit (ASU). Pilots assigned to ASU will be allowed one hour of physical training each duty day to maintain fitness standards required to comply with FAA requirements.

Section 2.12 POLICE INVESTIGATOR PREMIUM PAY

Effective January 1, 2006, to comply with CalPERS special compensation language requirements, Police Officers/Detectives who are routinely and consistently assigned as Traffic Collision Reconstructionists shall receive an additional five percent (5%) premium pay on a bi-weekly basis calculated off the employee's base salary. Police Officers/Detectives eligible to receive this premium pay are routinely and consistently assigned to investigate, analyze, and reconstruct traffic collisions and render professional opinions based upon specialized training and experience.

ARTICLE 3 HOURS AND OVERTIME

Section 3.1 PAYMENT FOR OVERTIME

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

3.1.1 MODIFIED DUTY MEDICAL APPOINTMENTS

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

Section 3.2 4 - 10 PROGRAM

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

3.2.1 MEAL PERIODS

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

3.2.2 EXCLUSIONS

Modified duty assignments, special assignments and/or major operations may be excluded from the 4-10 program at the discretion of the Chief, or designee. A special assignment is one meets the definition in the Department's Request for Change of Assignment Policy. Such schedules will be determined by the Chief. Personnel applying for such special assignments will be notified of the applicable schedule prior to the time applications for the assignment are due.

Members who have been determined to have a work related injury (whether off work or on a modified duty assignment) will be assigned to work in the Personnel and Training Division during the hours of 0700 to 1700 Monday through Thursday. Members may be assigned to alternative modified duty schedules by mutual agreement, in accordance with the member's applicable medical restrictions. All medical appointments shall be expected to be scheduled on an assigned work day (Monday through Thursday between 0700 hours and 1700 hours). If an appointment is unavailable during those times and medical services are required on a Friday, Saturday, or Sunday, then the Member shall be expected to "flex" his or her time so as to avoid incurring overtime for attending medical appointments.

Section 3.3 COMPENSATORY TIME

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

3.3.2 The cap for maximum accumulation of compensatory time off for Police Officers and Detectives shall be one-hundred forty hours (140).

3.3.3 During the course of each year, employees shall have the option of cashing out earned compensatory time, with two weeks notice.

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

Section 3.4 COURT TIME

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

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

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

3.4.4 In circumstances where the court appearance is scheduled to commence less than one hour prior to the beginning of the employee's regularly scheduled work

shift, the employee shall receive overtime compensation at the premium rate for the entire period between the scheduled commencement time of the court appearance and the time the employee's shift is scheduled to begin.

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

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

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

Section 3.5 ON-CALL PAY

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

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

Section 3.6 SHIFT CHANGE

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

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

Section 3.7 TEMPORARY ADJUSTMENT OF HOURS AND DUTIES

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

ARTICLE 4 GENERAL PROVISIONS

Section 4.1 UNIFORMS

4.1.1 Effective January 1, 2017, the City will provide required uniforms and safety equipment. The monetary value of the Uniform (clothing) maintenance, purchase, etc. per pay period for eligible Classic CalPERS members is $12.93. This amount is not payable to the employee.

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

Uniform & Safety
Balaclava, Hatch #NH5000
2 Name tag, cloth
2 BDU pants
2 BDU Shirt
T-Shirt, Black w/ MFF emblem
HD Field Jacket
Nomex gloves
Boonie type hat
Leather rappel/fast rope gloves
Eye protection
Custom fit hearing protection
Knee pads

Handgun light
Flashlight
Tactical boots
Nylon under belt
Nylon cuff case
Nylon holster
Nylon keepers, set (4)
Nylon mag pouch, double
Nylon OC holder
Nylon radio holder
Nylon Sam Browne
Name tag, brass w/blk letters: METRO Team

Section 4.2 VEHICLES

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

ARTICLE 5 LEAVE PROVISIONS

Section 5.1 HOURS PER PAY PERIOD ACCRUAL FOR SICK LEAVE

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

Section 5.2 FAMILY SICK LEAVE

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

Section 5.3 SICK LEAVE PAYOUT

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

5.3.1 Every person who has been employed for a continuous period of five years or more, but less than 10 years, immediately preceding said retirement or disability

retirement shall receive payment comparable to twenty-five percent of accumulated and unused sick leave, or upon the death of every such person who has been so employed for said continuous period immediately preceding said employee's death the estate or beneficiary of the deceased shall receive said payment.

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

Section 5.4 BEREAVEMENT LEAVE

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

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

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

5.4.3

Relative	Bereavement Time
Spouse	1 week
Child	1 week
Step-child	1 week
Parent	1 week
Step-parent	1 week

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

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

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

Section 5.5 MILITARY LEAVE

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

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

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

Section 5.6 LEAVE OF ABSENCE

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

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

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

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

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

Section 5.7 RELEASE TIME

The City will grant release time up to 528 hours per year for the Association President or Board of Directors. The 528 hours is a maximum total amount available collectively to the President and/or

the Board during the course of the year.

Section 5.8 ADMINISTRATIVE TIME

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

ARTICLE 6 VACATION

Section 6.1 POLICY

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

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

Section 6.2 VACATION SCHEDULE

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

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

Section 6.3 VACATION INCENTIVE

Every unit member with more than 10 years and less than 15 years of total service time with the Riverside Police Department shall have credited to his/her vacation bank, in January of each year, an additional 20 hours if in the preceding calendar year the employee used no more than 50 hours of sick leave.

Every unit member with more than 15 years of total service time with the Riverside Police Department shall have credited to his/her vacation bank, in January of each year, an additional 40 hours if in the preceding calendar year the employee used no more than 50 hours of sick leave.

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

Section 6.4 LEAVE APPROVAL

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

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

ARTICLE 7 HOLIDAYS

Section 7.1 HOLIDAYS OBSERVED

Authorized holidays are as follows:

New Year's Day – January 1st
Martin Luther King Day – 3rd Monday in January
President's Day – 3rd Monday in February
Cesar Chavez Day – Last Monday in March
Memorial Day – Last Monday in May
Juneteenth – June 19th
Independence Day – July 4th
Labor Day – 1st Monday in September
Veteran's Day – November 11th
Thanksgiving – 4th Thursday in November
Day after Thanksgiving – 4th Friday in November
Christmas Eve – December 24th
Christmas Day – December 25th

The City shall add holidays as appropriate on any day proclaimed as a holiday by the President of the United States or Governor of

the State of California. This holiday, if so declared, will be treated as any other holiday by police public safety personnel.

Section 7.2 ELECTION DAY NOT A HOLIDAY

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

Section 7.3 OBSERVANCE OF HOLIDAYS

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

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

Section 7.4 HOLIDAY TIME CREDIT

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

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

7.4.2 Effective January 1, 2017, to comply with CalPERS requirements, Classic CalPERS members shall have the option to defer receipt of compensation for each holiday occurring during the calendar year until the end of the year, at which time the employee shall receive a cash payment equal to the value of all unused or unpaid holidays. Such election shall occur prior to January 1 of each year. This provision does not apply to PEPRA (Public Employees' Pension Reform Act) members coming into membership after January 1, 2013. PEPRA members may still elect to defer receipt

of compensation for each holiday and receive a cash payment at end of the year; however, such compensation will not be eligible to be reportable to CalPERS.

7.4.3 Effective January 1, 2017, to comply with CalPERS language requirements, employees regularly assigned to work on holidays will receive pay for each holiday at the employee's regular rate of pay. Regular rate of pay is agreed to mean the employee's normal hourly compensation for regular working hours, including all applicable specialty pay, education pay (POST), patrol premium payd, fugitive officer premium pay, bilingual pay, hazard pay, shift differential, certificate pay, and other compensation as allowed per FLSA. The total of these amounts shall be reported as the special/pensionable item (Holiday Pay) and paid in the pay period in which the holiday occurs.

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

ARTICLE 8: EMPLOYEE INSURANCE

Section 8.1 MEDICAL / DENTAL

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

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

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

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

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

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

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

Section 8.2 LIFE INSURANCE

The City will provide a term life insurance policy of $100,000.

Section 8.3 LONG TERM DISABILITY

The City shall contribute ten dollars ($10.00) per month per employee toward the group long term disability program maintained by the Association for its members.

Section 8.4 HEALTH INSURANCE WAIVER STIPEND

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

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

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

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

ARTICLE 9: RETIREMENT

Section 9.1 RETIREMENT PLAN

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

The City shall continue to pay the Employer Paid Member Contribution (EPMC). Those employer paid member contributions shall be credited to the employee's account with PERS. In addition, those employer paid member contributions shall be reported to PERS as pensionable income in accordance with California Government Code Section 20636(c)(4). In no event shall the EPMC exceed nine (9%) of pension income of the affected member contribution for public safety members of CalPERS.

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

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

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

Effective the first pay period following July 1, 2023, represented employees in Retirement Tier 1 shall pay an additional portion of the required employer contribution equal to one half percent (0.5%)

of pensionable income pursuant to the cost-sharing provisions set forth in California Government Code Section 20516.

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

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

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

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

9.1.3 This section was left intentionally blank.

9.1.4 The City shall provide the Public Employees Retirement System (PERS) three percent (3%) at age fifty (50) retirement formula for eligible unit Classic members. New unit members hired on or after January 1, 2013, are subject to the Public Employees' Pension Reform Act or PEPRA retirement formula.

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

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

Section 9.2 DEFERRED COMPENSATION

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

9.2.1 The City will implement a 457 deferred compensation program permitting unit members to elect to place overtime pay, compensatory time, and excess vacation time into their respective deferred compensation

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

9.2.2 Effective with the first pay period following City Council approval, the City shall contribute $50 per month towards a 401A plan for employees who contribute a minimum of $25 per month to their 457 deferred compensation plan. Starting with the first paycheck in January 2026, the City shall contribute $75 per month towards a 401A plan for employees who contribute a minimum of $25 per month to their 457 deferred compensation plan. Starting with the first paycheck in January 2027, the City shall contribute $100 per month towards a 401A plan for employees who contribute a minimum of $25 per month to their 457 deferred compensation plan.

Section 9.3 HEALTH INSURANCE COVERAGE FOR RETIREES

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

Section 9.4 RETIREE HEALTH INSURANCE FUND (2006 Plan)

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

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

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

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

following conditions:

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

2. An industrial disability retirement with the City of Riverside

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

The City and Association will work collaboratively, through the Citywide Health Benefits Committee comprised of representatives of all labor unions, to study and provide recommendations on health care coverage for retired City employees, who are currently covered under the City's health care plans.

ARTICLE 10: ATTENDANCE AT TRAINING OR SCHOOLS

Section 10.1 ADJUSTED TIME WITH 28 DAYS NOTICE

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

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

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

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

For purposes of this Agreement "mandatory or required" training or schools shall include any training or schools where members of

RPOA are required or ordered to attend by police management.

Section 10.2 ADJUSTED TIME SCHEDULING

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

Section 10.3 OVERTIME FOR UNUSED ADJUSTED TIME OFF

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

Section 10.4 28 DAY WORK PERIODS IDENTIFIED

Current year FLSA twenty-eight (28) day work periods shall be identified by the Police Department by making some notation on the paycheck stubs of each RPOA member, or provide such information to the police accounting section who will generate a calendar and disseminate it to all sections, which shows the work period for each RPOA member and which indicates the length of that period and its starting time.

Section 10.5 FAILURE TO PROVIDE 28 DAY NOTICE

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

Section 10.6 28 DAY NOTICE WAIVER

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

Section 10.7 MEET AND CONFER WAIVER

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

Section 10.8 ADHERENCE TO PROVISIONS

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

The City and RPOA agree to meet and discuss regarding the Department's Adjusted Time Bank policy, which shall be incorporated by reference into this Memorandum of Understanding.

ARTICLE 11: TRANSFERS WITHIN THE DEPARTMENT

Section 11.1 MEET AND CONFER REGARDING TRANSFER POLICY

The City and RPOA agree to meet and confer regarding the Department's Request for Change of Assignment (Transfer) policy, which shall be incorporated by reference into this Memorandum of Understanding.

ARTICLE 12: PROMOTION AND RECLASSIFICATION

Section 12.1 DETECTIVE PROMOTIONAL PROCESS

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

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

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

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

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

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

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

12.1.6 The list of eligible candidates shall be valid for any openings in the Detective ranks for one year from the date the list was certified, unless earlier rejected or terminated.

Section 12.2 VACANCIES

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

ARTICLE 13: PERFORMANCE EVALUATIONS

Employees shall receive regular performance evaluations in accordance with Department Policy.

ARTICLE 14: DRUG TESTING

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

ARTICLE 15: REPLACEMENT OF PERSONAL ITEMS

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

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

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

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

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

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

15.7 Utilization of this policy for any one incident constitutes a waiver of the right to pursue reimbursement for that item or incident from the City in other administrative or legal forums; otherwise the existence of this policy does not constitute a waiver of either party's defenses

or remedies in connection with additional incidents during the same fiscal year.

ARTICLE 16: GRIEVANCE PROCEDURE

Section 16.1 PURPOSE

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

Section 16.2 DEFINITION

A grievance is an allegation by an employee that the employee has been adversely affected by a violation, misinterpretation, or misapplication of the specific written provisions of a Memorandum of Understanding, the City's salary and fringe benefit resolutions, or the City's written personnel policies and procedures.

Section 16.3 POLICY

Regular employees may use the hereinafter prescribed procedure for grievances arising out of the administration of ordinances or regulations dealing with personnel, salary, or other benefits, any alleged improper treatment of an employee, or any alleged violation of commonly accepted safety practices and procedures.

16.3.1 Representation - An employee may be represented at all stages of the grievance procedure by himself/ herself or, at his/her option, by a representative.

In this grievance procedure, any reference to grievant means grievant, his/her representative, and/or a bargaining unit.

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

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

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

16.3.3 Arbitration Costs and Selection - The cost of the hearing officer/arbitrator shall be borne by the City. If the parties are unable to agree upon a hearing officer

or arbitrator, hearing officers and arbitrators shall be selected from a panel submitted by the California State Conciliation Service; each party shall alternately strike names until there is one remaining.

Section 16.4 PROCEDURE

Responsibility		**Action**
Department, Grievant	1.	Informal Step: As a general policy, attempts shall be made to ascertain all facts and adjust all grievances on an informal basis between the grievant and a supervisor in the chain of command up to and including the Division Head. Presentation of this grievance shall be made within ten (10) working days from the date the grievant knew or should have known of the act or occurrence giving rise to the grievance.
Grievant	2.	Step One: If the grievance is not adjusted to the satisfaction of the grievant within five (5) working days after presentation of the grievance, the grievant may submit the grievance in writing to the department head within the next ten (10) working days.
Department Head or Designee	3.	Meets with the grievant within five (5) working days of receipt of the written grievance and communicates a decision to the grievant within five (5) working days after the meeting. Any designee appointed for this purpose shall be of at least Deputy Chief rank.
Grievant	4.	Step Two: If the grievant is not satisfied with the decision of the department head or designee, the grievant may, within ten (10) working days after receipt of the

decision, submit in writing the grievance and request for a hearing to the City Manager for review.

Hearing Officer

5. Hears case and makes recommendation according to the type of grievance. Management has the discretion to either change work schedules or pay overtime for the grievant to attend hearings. Any schedule changes in this regard will be made with reasonable advanced notice.

   a. Non-disciplinary grievances: Shall be heard by either an administrative appeal in accordance with Department policy, or by a hearing before the Human Resources Board, which shall make advisory recommendations to the City Manager. The City Manager's decision shall be final.

   b. Disciplinary grievances for regular employees who are suspended for eighty (80) hours or more, are demoted in rank, or are terminated will be referred to a hearing officer/arbitrator whose decision is final. Either party may seek review of the hearing officer's/arbitrator's decision pursuant to Code of Civil Procedure Section 1094.5.

   c. Disciplinary grievances for employees who receive discipline other than that which is indicated in paragraph b may be appealed to binding grievance arbitration. The hearing officer's/arbitrator's decision

and award shall be final and binding on the parties and may be reviewed only pursuant to Code of Civil Procedure Section 1285 et seq.

Administrative Appeal Hearing

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

Section 16.5 TERMS

16.5.1 The Employer-Employee Relations Resolution (hereinafter "EERR"), incorporated herein by Sections 18.3 and 19.1, affords regular employees the right to process a Grievance through the process outlined in Article III, Section 3. Specifically, members of the RPOA have three options: (1) the Grievance/ arbitration procedure outlined in 16.4 of this MOU, (2) the Grievance and Appeals Procedure outlined in Article III, Section 3 of the EERR [Resolution No. 22923], or (3) the employee may exercise his/her right to the Administrative Appeal Procedure, in lieu of the formal grievance procedure.

16.5.2 At any grievance hearing or arbitration, it is agreed that Evidence Code Section 1154 applies and settlement discussions shall not be introduced by attorneys or witnesses. The attorneys shall admonish their witnesses not to mention any prior settlement discussions falling under Evidence Code Section 1154.

16.5.3 There shall be no limit to the length of testimony offered when an employee opts for the grievance procedure outlined in the EERR. Where the Association and employee opt for the grievance arbitration process outlined in 16.4 of this MOU, the parties shall agree to the following limits on questioning

witnesses:

a. For grievances involving terminations, each side will be limited to 35 hours of questioning of witnesses.
b. For grievances involving demotions, each side will be limited to 28 hours of questioning of witnesses.
c. For grievances involving suspensions, each side will be limited to 21 hours of questioning of witnesses.
d. For other disciplinary grievances, each side will be limited to 14 hours of questioning of witnesses.

For "hours" in this paragraph,
a. This shall include direct examination and cross examination of witnesses.
b. The "hours" identified above shall be increased by 10 hours when the grievance arises out of disciplinary actions stemming from multiple separate personnel (PA or PC) investigations.
c. Hours shall be subtracted from the amount remaining where a party/counsel are responsible for a non-use of time. Parties are expected to have witnesses available.

16.5.4 Opening statements shall be limited to 30 minutes.

16.5.5 Selection of Arbitrator / Hearing Officer
The parties shall request a list of seven (7) names be submitted to both parties by the California Public Employee Relations Board. The panel shall be a "custom" list, including hearing officers/ arbitrators with experience in police matters, who are members of the California Bar Association, are located geographically in Southern California, and are available within the following one hundred and twenty (120) days. The City shall be responsible for paying any fee required for obtaining the arbitrator list.

Upon receipt of the list of names, the parties shall agree upon a name. If such agreement is not possible, the parties shall alternatively strike names from the list until only one remains. The last remaining name from that list shall be selected as the hearing officer/ arbitrator. Should both parties object to the entire list, they may jointly request a new list following the procedure outlined above.

16.5.6 The side letters to this MOU dated October 17, 2017 and July 17, 2017 are hereby repealed in their entirety.

Section 16.6 CCW ENDORSEMENT HEARINGS FOR RETIREES

In cases where a CCW endorsement has been denied or revoked for cause to one who is honorably retired, the Chief shall, in a writing, outline the basis for the denial of good cause. The retiree

shall be entitled to a good cause hearing pursuant to Penal Code Section 26310 et. seq.

For good cause hearings conducted pursuant to Penal Code Section 26320, the parties agree that the hearing format will be as follows:

16.6.1 If the parties cannot reasonably agree upon a neutral member of the hearing board, the selection process for the neutral shall be the same process described in Section 16.5.5 of this MOU.

16.6.2 The hearing board members selected by the Department and Retiree/RPOA shall be unpaid. Each party will pay half of the cost of the neutral, as well as any administrative costs for the hearing.

ARTICLE 17: AGENCY SHOP

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

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

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

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

17.5 The City shall not be obligated to put into effect any

new, changed or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission.

17.6 No unit member shall be required to join the Association or to make an agency fee payment if the unit member objects.

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

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

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

ARTICLE 18: NO CONCERTED ACTIVITIES

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

activities.

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

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

ARTICLE 19: PROVISIONS BY LAW

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

19.2 The City and the Association agree that for the term of this Agreement, each party waives its rights and each party agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this Agreement except as expressly provided for in this Agreement and as to meeting and conferring over the renewal or continuation of this MOU at its expiration date in accordance with said Employer-Employee Relations Resolutions.

19.3 It is understood and agreed that this MOU is subject to all present and future applicable federal and state laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations, or otherwise held invalid

or unenforceable by any tribunal of competent jurisdiction, such part of provisions shall be suspended and superseded by such applicable laws and regulations and the remainder of the MOU shall not be affected thereby and shall remain in full force and effect.

19.4 Upon ratification by the membership of the Association and by the City Council this MOU shall be effective through December 31, 2027 and for the durations of any agreed upon extension.

ARTICLE 20: ENTIRE AGREEMENT

20.1 This Memorandum of Understanding contains the entire agreement between the Riverside Police Officers' Association and the City of Riverside.

20.2 All side letters entered into by the parties prior to ratification of this Memorandum of Understanding are hereby rescinded in their entirety.

MEMORANDUM OF UNDERSTANDING 2025-2027
CITY OF RIVERSIDE, RIVERSIDE POLICE OFFICER'S ASSOCIATION
FOR THE POLICE OFFICER / DETECTIVE UNIT

MANAGEMENT REPRESENTATIVES
CITY OF RIVERSIDE

RIVERSIDE POLICE OFFICERS' ASSOCIATION

PRESIDENT

Dated: 9/15/26

Dated: 9/15/26

APPROVED AS TO FORM

Attorney

Attest:
Donesia Gause, City Clerk

12595521.2 RI085-001

MEMORANDUM OF UNDERSTANDING 2025-2027
CITY OF RIVERSIDE, RIVERSIDE POLICE OFFICER'S ASSOCIATION
FOR THE POLICE OFFICER / DETECTIVE UNIT

MANAGEMENT REPRESENTATIVES CITY OF RIVERSIDE

RIVERSIDE POLICE OFFICERS' ASSOCIATION

Dated: _____

Dated: _____

APPROVED AS TO FORM

_____
Attorney