MEMORANDUM

OF

UNDERSTANDING

BETWEEN

THE CITY OF RIVERSIDE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
RIVERSIDE CHAPTER LOCAL 721 REFUSE

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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RIVERSIDE AND SERVICE EMPLOYEES' INTERNATIONAL UNION RIVERSIDE CHAPTER LOCAL 721 — REFUSE (SEIU)

PREAMBLE

This 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 Service Employees International Union, Riverside Chapter Local 721 (hereafter "Union") have met regularly and 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. Each side recognized its value and purpose at the bargaining table and worked diligently, in a professional and considerate manner, to reach a contract agreement, The City Council formally approved the terms and conditions of this Memorandum of Understanding (MOU) on July 19, 2022.

Article 1
Salaries

A. Should employees in the following positions: Management I, Management II, Confidential, Unrepresented, Executive, or General Unit employees receive across the board enhancements to existing salary ranges during the term of this Memorandum of Understanding above and beyond the across the board salary enhancements provided to Refuse employees in this agreement, a like increase will be provided to employees represented by the Union.

B. The City and the Union met in good faith regarding a classification and compensation study of all bargaining unit classifications. Effective the first pay period following July 1, 2022 or first pay period after City Council approval, whichever is later, the City and the Union agree to implement the classification and compensation study findings. As it relates to any salary findings for classifications that are behind the market basket average, the City agrees to implement salary adjustments for those classifications at 100% of the market average as of the January 2022 updated salary survey.

C. Effective the first pay period following July 1, 2022 or first pay period after City Council approval, whichever is later, all members of the bargaining unit will receive a five percent (5%) increase to their base salary

D. Effective the first pay period following July 1, 2023, all members of the bargaining unit will receive a three percent (3%) increase to their base salary.

E. Effective the first pay period following July 1, 2024, all members of the bargaining unit will receive a three percent (3%) increase to their base salary.

F. All represented SEIU Refuse employees as of the date payment is made will receive a onetime non-PERSable stipend of $10,000 to be paid with the first pay period following July

1, 2022 or the first pay period after City Council approval, whichever is later.

Article 2
Temporary Upgrade

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 first day of such temporary duties.

2. A temporary 5% increase shall be given to field employees during periods when said employees temporarily assume the duties of Team Leader which temporary increase shall commence on the morning of the first day of such temporary duties.

3. A temporary 5% increase shall be given to a Solid Waste Operator, during periods when said employee temporarily assumes the duties of a Senior Solid Waste Operator; which temporary increase shall commence on the thirteenth (13th) shift and thereafter (13 shifts do not need to be consecutive) of said temporary duties, provided a full shift or full route has been completed.

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 paycheck in December 2022 for January 2023 premiums and December 2023 for January 2024 and December 2024 for January 2025 premiums, any increase in health insurance premiums will be divided equally between the City and employees. This provision shall not apply to individuals with employee only coverage until the premium exceeds $645.

      The parties shall meet and confer over any changes to the health benefits within the scope of bargaining as a result of the Affordable Care Act as established by Federal Law.

      The provision above does 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 January 1, 2023, the City will contribute $85.00 per month for the term of this agreement.

   2. 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 $100,000. 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 (½) for employees regularly scheduled to work between 20 and 29 hours per week;

   2. Three-fourths (¾) 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. The City shall contribute $25 per month, provided such employee makes a minimum contribution of $25 per month.

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. Boot Allowance: The City shall provide two hundred and fifty dollars ($250) per fiscal year at the beginning of each fiscal year for employees required by the City Safety regulations (reference V-0001, August 2003) to wear safety footwear to work in each year the employee, in fact, purchases such footwear and utilizes them at work.

H. Health Insurance Contribution Fund for Retirees

1. Effective July 1, 2011, bargaining unit employees on paid status shall pay their own monthly contribution (0.25% of total compensation) to the SEIU/City of Riverside Fund for Retirees through a bi-weekly payroll deduction.

2. 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.

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

4. 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.

5. 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 of 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 retiree 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 retiree 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.

6. 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.

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

8. It is contemplated that retirees who are temporarily disqualified under paragraph 7 above may, at some time, no longer be ineligible under those 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 or to any other health insurance plan.

9. 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.

10. 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.

11. This Section H, titled "Health Insurance Premium Contribution Fund for Retirees," is subject to the savings and severability 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.

12. 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.

13. 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.

14. 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
Retirement

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System (CalPERS) and there are three (3) tiers depending on date of hire which define the various retirement levels for the members' retirement formula, final compensation calculation and employee contribution/cost sharing as follows:

A. **Tier 1** — Employees hired prior to June 7, 2011.

   The retirement formula is 2.7% at (55) years of age. Final compensation is calculated as the average of the single highest year based on the highest twelve (12) consecutive months.

   Represented employees in Retirement Tier 1 will contribute eight percent (8%) of pensionable compensation into their pension plan. Tier 1 employee contributions into their CalPERS pension plan shall not exceed eight percent (8%) and shall not include the City's share of the retirement contribution. The City shall not pay an EPMC for Retirement Tier 1 employees.

B. **Tier 2** — All employees hired on or after June 7, 2011, but prior to January 1, 2013, or employees hired by the City on and after January 1, 2013, who are laterals from another PERS agency or an agency whose retirement system has reciprocity with PERS, within six (6) months.

   The retirement formula for bargaining unit members in this tier is 2.7% at 55 years of age. Employees pay the entire EPMC, which is eight percent (8%) of compensation.

   Final Compensation Calculation:

   1. Final compensation for employees in this tier who are hired on or after June 7, 2011, but prior to December 16, 2011, is calculated as the average of the single highest year based on the highest year based on the highest twelve (12) consecutive months.

   2. Final compensation for employees in this tier who are hired on or after December 16, 2011, is calculated as the average of the three (3) highest years.

C. **Tier 3** — Employees hired on or after January 1, 2013, and who are defined by the Public Employees' Pension Reform Act (PEPRA) as new PERS members.

   The retirement formula is two percent (2%) at 62 years of age. Final compensation is calculated as the average of the three (3) highest consecutive years.

   Employees in Tier 3 pay fifty percent (50%) of the normal cost to PERS which is currently seven percent (7%) of compensation.

   <u>New Member Definition</u>:

   A new member is defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) as any of the following:

   - A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement

system;

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system;

- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six (6) months.

Note: CalPERS refers to all members that do not fit within the definition of a new member as “classic members.”

Article 5
Hours

A. 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 (1½) times the employee's regular hourly rate in any work week. Employees shall be paid one and one-half (1½) times their regular hourly rate for all hours assigned, authorized and worked in excess of forty (40) hours in any one workweek. "Hours worked" for overtime calculation will include any sick leave hours taken during the work week as well as approved holiday, vacation, and compensatory time. Employees may elect to receive compensatory time off for overtime worked in lieu of cash payment. The employee's ability to elect (as opposed to request) compensatory time off for overtime worked in lieu of cash payment is effective only through June 30, 2025. Thereafter, employees may request to receive compensatory time off for overtime worked in lieu of cash payment. See Article 16, 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.

B. 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 6
Open Routes

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.

City will maintain a continuous recruitment for Refuse Operator and Senior Operator positions in the department while a vacancy exists.

Article 7
Bargaining Unit Modifications

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

Article 8
Automation

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

1. Senior Solid Waste Operators in order of department seniority.

2. Solid Waste Operators shall be assigned to Sr. Solid Waste Operators in order of seniority with the following restrictions:

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

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

B. Solid Waste Operators shall be subject to a promotional probationary period when promoted to Senior Solid Waste Operator (automated route).

Article 9
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 that whenever it is practicable, to provide training opportunities to this bargaining unit with the specific goal of providing enough training to qualify employees for positions within the department or transfer into other departments within the City. Requests for training opportunities shall not be unreasonably denied.

Article 10
Job Security

A. **CONTRACTING PROVISIONS**: 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 regular staff. Should there be circumstances beyond the control of the City or SEIU Local 721, 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. **LAYOFFS AND EFFECTS:** The City has the discretion to reduce its workforce (layoff) if there is a lack of work or lack of funds and such determination is not subject to this Agreement's Grievance/Arbitration clause. This article satisfies the City's obligation to meet and confer in connection with layoffs and the effects of layoff, except that upon request, the City shall meet with the Union to discuss alternatives to such layoff. Such discussion will not delay implementation of the layoff unless the City so agrees.

D. **NOTICE**: The City will notify affected employees and the Union in writing at least thirty (30) calendar days prior to the effective date of a planned layoff. The City may substitute pay in lieu of notice for all or a portion of the thirty (30) days provided that the combination of pay and notice covers no fewer than thirty (30) calendar days. The notice of layoff shall specify the reasons for the layoff and identify by name(s) and classification(s) the employee(s) designated for layoff. The notice shall also inform the affected employee of his or her bumping rights, if any, as well as recall rights.

E. On the day of the Layoff Notice, the Department of Human Resources shall provide the Union with a Seniority List covering Refuse Unit employees.

F. **SENIORITY**: For purposes of this article, seniority is defined as continuous length of service within the City dating from the employee's first date of paid service in an initial probationary or permanent status within the City. For purposes of this clause the word "continuous" means service which is not interrupted by a break of twelve (12) months or more. Seniority for part-time employees shall be computed on a prorated basis. In cases where bumping rights are at issue City seniority will be controlling and, in cases of ties, Department seniority will be controlling.

G. **ORDER OF LAYOFF**: Layoffs will occur by affected classifications within the Refuse Unit. The order of layoff within the classification shall be determined by length of service with the City. The employee with the shortest period of service with the City shall be laid off first, provided that no employee who has not yet completed the initial probationary period within the classification shall be retained while an employee who has completed the classification's probationary period is scheduled for layoff. In cases of ties, the employee with the more recent hire date into the department shall be laid off first.

H. Probationary or permanent employees shall not be laid off while temporary employees remain in affected classification series (as agreed upon below) within the Refuse Unit.

I. A regular employee who occupies a grant-funded position does not lose his or her seniority rights when the grant is terminated or in the event of a reduction in force.

J. Employees scheduled for layoff shall have the right to bump into a lower or lateral classification in the Refuse Unit and in which the affected employee had previously acquired permanency and where an employee with lesser City seniority would otherwise be retained.

K. 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. In addition, laid off employees can apply for internal recruitments for an 18-month period following their layoff from the City workforce. 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.

L. **MAINTENANCE OF HEALTH AND WELFARE BENEFITS**: The City will maintain its level of contributions to health and welfare benefits for laid off employees for three (3) months following the effective date of the layoff or until the employee is employed elsewhere, and is provided with health and welfare benefits, whichever occurs first.

M. **RECALL**: If the City decides to restore the position vacated by a laid off employee or a vacancy in the position is created which the City determines to fill, laid off employees will be recalled in inverse order of seniority. For layoffs occurring on or after the date of this Agreement, the recall period for permanent employees shall be thirty-six (36) months from the effective date of layoff; the recall period for probationary employees shall be twelve (12) months from the effective date of layoff.

N. Employees recalled within thirty-six (36) months of the effective date of layoff shall be paid at the salary step previously held and the employee's anniversary date shall be established dating from the date of original hire minus the time between layoff and recall. Such employees will be entitled to utilize their previous seniority to compute sick leave and vacation benefits; unused sick leave, which was not otherwise paid for, shall be restored. Such employees will also be considered permanent employees, if permanent when laid off. Probationary employees will begin a new probationary period.

O. An employee notified of recall shall be notified by the Department of Human Resources in writing via certified mail. The employee is responsible for notifying the Department of Human Resources of his or her current address and telephone number.

P. An employee must notify the Department of Human Resources within five (5) working days following receipt of notice of his or her intent to return to work. The employee must be available to return to work within ten (10) working days of receipt of such notice. An employee rejecting such recall will go to the bottom of the Recall List for the first rejection and will be removed from the list upon a second rejection. Failure to respond in a timely manner to the written notice is considered a rejection.

Article 11
Grievance Procedure

A. **Grievance:** A grievance is an allegation by a unit member or members or an authorized SEIU 721 representative (listed steward or Local staff) that he/she/they has (have) 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 resolution or the City's written personnel policies. Disciplinary action against permanent employees is also subject to this procedure. For grievances filed by SEIU 721 representative(s) the name(s) of the unit member(s) on whose behalf the grievance is filed shall be listed in the grievance. Disciplinary appeals related to Skelly process shall commence at step two of the grievance procedure.

   1. Evaluations of permanent employees which result in the denial or postponement of a pay increase are grievable; evaluations of permanent employees which result in an overall rating of "below standard (unacceptable)" may be grieved; all other evaluations are specifically excluded from the operation of the grievance/arbitration article of this agreement.

   2. Excluded from this procedure are the City's Employer-Employee Relations Resolution and administrative regulations implementing City policies unless specifically prohibited by or in contradiction of the specific written provisions of an existing Memorandum of Understanding or the City's salary and fringe benefit resolution.

B. **Time Limit:** 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 of Grievance Procedure:** As a general policy, it is encouraged that all grievances be resolved at the lowest level possible. Attempts shall be made, between the grievant and supervisor in the chain of command up to and including the division head, to adjust all grievances on an informal basis.

D. **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 Human Resources Department.

   1. The written grievance shall contain a clear, concise statement of the grievance, the specific provisions, resolution, section and/or written policies allegedly violated and the specific remedies sought.

   2. The department head and Human Resources Representative shall meet with involved parties (grievant, union representatives, supervisors and manager) and communicate a written decision to the employee within ten (10) working days after receiving the grievance.

E. **Step Two:** If the grievant is not satisfied with the decision at Step One, the grievant may appeal to the City Manager within ten (10) working days of receipt of the Step One decision.

   The City Manager shall communicate a decision within ten (10) working days after receiving the appeal.

F. **Step Three:** If the grievant is not satisfied with the disposition of the grievance at Step Two, the grievant may request that the Union submit the grievance to binding arbitration.

1. The Union shall have the 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 Municipal Employee Relations Officer (MERO) within fifteen (15) working days after the Step Two decision was or should have been rendered.

2. In the event the parties are unable mutually to agree upon an arbitrator, 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.

3. 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 reasoning, conclusions and remedy. The arbitrator's authority shall be limited to deciding the issues submitted by the parties. The arbitrator shall have no jurisdiction or authority to add to, delete from, or modify the specific written provisions of a Memorandum of Understanding, the City's salary and fringe benefit resolution or the City's written personnel policies.

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

5. The processing of a grievance beyond Step Three shall constitute a clear and express election on the part of the grievant that the Grievance/Arbitration Procedure is the exclusive remedy for resolving the issues contained in the grievance and shall constitute a clear and express waiver of rights to utilize any other legal or administrative forum. 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.

G. **Miscellaneous:** A unit member may be represented at all stages of the grievance procedure by himself or, at his/her option by a representative provided by the Union short of arbitration. In this procedure any reference to grievant means grievant and/or his/her representative.

Article 12
No-Strike/No Lockout

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 13
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 up to four (4) members of their choosing. The Union shall provide up to four (4) members to sit on the committee, at least three of which must be employees of the City. This committee shall meet as needed 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 meetings will be scheduled to have either no or as little impact on service as possible. 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

B. Neither management nor the union shall unreasonably deny a request by the other for a management/union committee meeting. Topics and an agenda shall be submitted in advance of the meeting by the party requesting the committee meeting. Meetings shall be scheduled as close as practicable to the date a committee meeting is requested.

Article 14
Non-Discrimination

Neither the City nor the Union will discriminate against employees on the basis of race, color, religion, sex, national origin, sexual orientation, age, disability, ancestry, marital status, or medical condition.

Article 15
Vacation

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.

7. Vacation incentive. In January each year, every unit member with more than fifteen (15) years of service who used less than forty eight (48) hours of sick leave in the preceding

calendar year, may, at his or her discretion, have forty (40) hours transferred from his/her sick leave account to the employee's vacation balance.

Article 16
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
Third Monday in February	President's Day
Last Monday in March (effective beginning 2019)	Cesar Chavez Day
Last Monday in May	Memorial Day
June 19	Juneteenth (effective 2023)
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11th	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

Solid Waste Operators and Senior Solid Waste Operators, in the Refuse Unit who are assigned to work a 4/10 schedule shall receive ten (10) hours of holiday pay for the holidays specified herein and shall be subject to the following holiday week schedule:

NOTE: Does not apply to Sr. Solid Waste Operator assigned to roll-off.

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

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

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

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

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

(6) If the holiday falls on a Sunday, the holiday shall be observed on Monday and employees shall work Tuesday, Wednesday, Thursday, and Friday and Monday work shall be paid at one and one-half times (1-1/2) the employee's regular rate.

Wednesday work shall be paid at one and one-half (1½) times the employee's regular hourly rate. Saturday work under subparagraphs three (3) and four (4) above shall be paid at twice

the employee's regular hourly rate. Management shall first seek volunteers for such work; if there are insufficient volunteers the City shall assign employees on the basis of inverse seniority within the applicable classification.

Solid Waste Operators assigned to a ⅝ schedule, shall receive eight (8) hours of holiday pay for the holidays specified herein.

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. Unit members regularly employed between 20–29 hours per week are eligible for holiday pay at one-half (½) the regular rate. Unit members regularly employed between 30–39 hours per week are eligible for holiday pay at three-fourths (¾) 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 17
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 given 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 18
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 (%) 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, or the registered domestic partner 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. Leave of absence for personal illness or injury, sick leave use for illness of spouse, child, parent or registered domestic partner and personal illness which qualifies for State Disability Insurance shall not count against the employee's accumulation for purposes of discipline.

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

Article 19
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. The average disability payments for a single injury occurring on or after January 1, 2008, causing temporary disability, shall not extend for more than 104 compensable weeks within a period of five years from the date of injury. This applies to accepted claims only. Pursuant to Labor Code § 4656(c) there is an exception for certain injuries and illnesses occurring on or after April 19, 2004 that extends payments of up to 240 compensable weeks within a period of five years from the date of injury.

Article 20
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 (½) such leave, and persons regularly employed between 30–39 hours per week may be granted three-fourths (¾) 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	Registered domestic partner

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 21
Military Leave

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

Article 22
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 23
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 24
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 25
Drug Testing

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, which at a minimum, includes components for drug testing, discipline and rehabilitation. The Reasonable Suspicion and Post Accident Drug and Alcohol Drug Testing Policy for Members of SEIU Local 721 is found in its entirety as Attachment A.

Article 26
Team Leaders

The City has the option of designating Team Leaders to manage the collection and disposal of each commodity type (refuse, green waste, recyclable materials, and special projects). Team leaders must be proficient with all solid waste equipment and operations. Team Leaders will coordinate effective completion of routes within designated commodity on a daily basis and assume a leadership role for the implementation of operational efficiencies including routing and route adjustments. Management shall retain the exclusive right to designate Team Leaders to effectively manage the successful operation of the Refuse Division.

Article 27
Dues Deduction, COPE & Indemnification

A. Dues Deduction

Each pay period, the City shall send to the Union a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; employee hire date; employee job classification; employment status (ex: active or inactive); work status (ex: full time, part time); annual base salary amount; hourly rate; and salary step (if applicable). This information shall be sent in Excel format to dues@seiu721.orgmailto: within five (5) business days of each payday.

Each pay period, the Union shall provide the employer with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, Committee on Political Education (COPE) and the deduction amounts.

The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The Employer shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in Excel format to dues@seiu721.org within five (5) business days of each payday.

B. Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union's registered political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the Employers by the next full pay period cycle.

C. Indemnification

The Union shall indemnify and hold the Employer, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the provisions herein.

Article 28
New Employee Orientation

A. The City shall provide the Union written notice to the Worksite Organizer (WSO) and to membership@seiu721.org of both Employer-wide and department-level new employee orientations, no matter how few participants, and whether in person or online, at least ten (10) calendar days prior to the event. In the event there are no eligible employees scheduled to attend an orientation, a member of the Human Resources department will notify the WSO as soon as possible.

B. Representatives of Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance by the new hires is mandatory. No representative of management shall be present during the Union's presentation. Release time shall be granted for stewards to participate in the new employee orientations. “New hires” shall be defined to include any employee new to SEIU 721, including, but not limited to, through accretion or promotion/demotion.

C. The Union may provide the following: the current Union membership and COPE forms, a copy of the Memorandum of Understanding (MOU) and the contact information of the Union Representative.

Article 29
Entire Agreement and Rights

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 30
Waiver

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 31
Savings

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 32
Term of Agreement

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 July 1, 2022 through midnight June 30, 2025. 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. 721

Dated: August 9, 2022

APPROVED AS TO FORM

Attest: _____
DONESIA GAUSE
City Clerk

ATTACHMENT A
REASONABLE SUSPICION
AND
POST-ACCIDENT
DRUG AND ALCOHOL POLICY

City Council Adopted MOU: **02/14**

Approved:

City of Riverside, California
Human Resources Policy and Procedure Manual

City of Arts & Innovation

Human Resources Director

Number. 111-8 Effective Date: 02/14

SUBJECT: REASONABLE SUSPICION AND POST-ACCIDENT DRUG AND ALCOHOL TESTING POLICY

PURPOSE:

To establish a policy that provides a procedure for reasonable suspicion and post-accident drug and alcohol testing for members of SEIU Local 721.

GENERAL BACKGROUND:

The City of Riverside ("the City") recognizes that its employees are its most important resource. The City also has a "zero tolerance" approach to employee use and misuse of drugs/alcohol related to the performance of required duties. A policy for reasonable suspicion and post-accident drug and alcohol testing for all affected City employees is intended to accomplish the following objectives:

1. To provide a safe working environment for City employees;
2. To protect the safety of persons and property,
3. To provide the highest quality of public service,
4. To promote efficiency and productivity;
5. To avoid adverse effects on employee health and well-being, as well as to minimize the City's related health costs;
6. To prevent loss of public confidence in City employees and damage to the City's reputation;
7. To prevent drug-related theft and other employee misconduct.
8. To encourage employees to seek voluntary assistance to deal with alcohol and/or drug use; and,

9. To comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 702-706) and the City's Drug-Free Workplace Policy (Personnel Policy and Procedure Manual, 111-5).

DEFINITIONS:

Drug abuse is defined as:

1. The excessive use or intentional misuse of lawfully obtained prescription drugs or over-the-counter drugs when such use impairs job performance, alters behavior, and/or creates a risk to the health and/or safety of the employee or others; and/or,

2. The intentional use of illegal drugs or controlled prescription drugs obtained unlawfully.

Alcohol use considered in violation of this policy is defined as:

1. Using or possessing alcohol on the job.

2. Consuming alcohol within 4 hours of reporting for regular assignment, and overtime assignment, or while on call to provide public service, in any capacity, as a City employee.

3. Having a blood-alcohol concentration of 0.02 or greater while at work.

4. Allowing alcohol to impair job performance or create a safety risk.

POLICY:

The consumption of alcohol is prohibited during a work-shift (including breaks and/or meals), during an overtime assignment, while on call, or within four hours of a scheduled shift or of being on call. The use of illegal drugs or the excessive use or intentional misuse of lawfully obtained prescription drugs is prohibited at any time.

Employees shall be tested for drugs and/or alcohol under the following conditions:

1. When there is a reasonable cause/suspicion that an employee may be impaired by the use of drugs or alcohol;

2. After a motor vehicle accident, involving either a City vehicle or a personal vehicle being used on City business, in which there is a fatality, or in which there is a citation issued to the City employee, or from which a vehicle is towed from the scene, or in which someone is medically treated away from the scene.

3. Upon an employee's return to duty after testing positive for drugs and/or alcohol;

4. Follow-up testing after it has been determined that an employee has tested positive for alcohol or drug use.

If a test shows that the employee is under the influence of drugs or alcohol, the

employee may, at the City's sole discretion, be eligible for treatment or rehabilitation. A positive test result for either drugs or alcohol will result in disciplinary action, up to and including termination. Pre-employment drug tests are subject to the Personnel Policy and Procedure I-10, Pre-Employment Medical Exams.

In addition, the following shall apply:

1. City management will evaluate the circumstances of a positive test to determine if the case merits the opportunity for rehabilitation in lieu of termination.

2. Employees who test positive for drugs and/or alcohol and who are given the opportunity for rehabilitation or who self-identify and seek rehabilitation prior to an incident that violates policy may use accrued sick leave, vacation, and other benefits while they are participating in rehabilitation programs prior to being released to return to work. Employees who have exhausted their sick leave or vacation accruals shall be eligible for a leave of absence without pay, based upon the City's Employee Assistance Program's treatment plan.

3. The City of Riverside is not responsible for the costs of medical treatment for employees who test positive for drugs and/or alcohol. Employees may use options provided under their medical coverage, if applicable.

4. The City's decision on whether to retain an employee who violates the City's Policy prohibiting drug/alcohol abuse would be commensurate with the severity of the incident, the nature of the employee's job, previous overall performance, tenure of employee, potential risk to other City employees and/or the public, mitigating circumstances and overall commitment of employee to change behavior. Should any employee request a last change agreement, the City will give reasonable **consideration to** any such request.

All affected employees shall be given a copy of this policy.

PROCEDURE:

Responsibility	Action
Human Resources	1. Provides notice to employees of reasonable suspicion and post-accident drug and alcohol testing policy.
	2. Provides informational programs on the risks associated with drug and alcohol abuse.
	3. Provides drug and alcohol counseling and rehabilitation programs through employee assistance program.
	4. Provides Reasonable Suspicion Training opportunities to all supervisory and management employees.

Department/Division	5.	Contacts the Department Head. If the Department Head concurs, he/she contacts Human Resources if they believe that an employee may be under the influence of drugs or alcohol.
	6.	Ensures that every supervisor and manager takes training in Reasonable Suspicion for Drug and Alcohol Use no less than every two years.
Human Resources	7.	Completes Reasonable Suspicion checklist on any employee whose demeanor or behavior leads to suspicion that he/she may be under the influence of drugs or alcohol.
	8.	Facilitates immediate testing for drugs and/or alcohol for reasonable suspicion.
	9.	Takes the lead role and consults the Department/Division regarding the discipline process. Disciplinary action may include mandated participation in a drug/alcohol abuse assistance or rehabilitation program approved by federal, state, or local health, law enforcement, or other appropriate agency.
Employee	10.	Participates in drug/alcohol abuse assistance or rehabilitation programs, if required as a condition of continued employment, utilizing medical coverage and vacation/sick leave or other approved leave of absence.
Human Resources	11.	Keeps Department/Division informed relative to the status of an employee's ability to return to work.
	12.	Monitors an employee's satisfactory completion of any mandated drug/alcohol assistance or rehabilitation program.

Attachments: Reasonable Suspicion and Post-Accident Drug and Alcohol Testing Information For Members of SEIU Local 721

REASONABLE SUSPICION AND POST-ACCIDENT DRUG AND ALCOHOL TESTING INFORMATION FOR MEMBERS OF SEIU LOCAL 721

The requirements and information should be fully understood by all affected City employees. Questions should be referred to the Human Resources Department, (951) 826-5808, City of Riverside, 3900 Main Street, Riverside, CA 92522.

Adopted: July 27, 2006

Revised: July 1, 2013

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DRUG AND ALCOHOL POLICY

The City of Riverside has a vital interest in providing its employees with safe and healthful working conditions and in providing its citizens and visitors with high-quality municipal services that are effective, safe, and efficient. To this end, it is critical that the City strive to guarantee a workforce free of any substance or alcohol abuse. The City will not tolerate any drug or alcohol use which may affect the job performance or pose a hazard to the safety and welfare of the employee, the public, or other employees of the City. Off-duty illegal drug use, which affects the employee's job performance, or jeopardizes workplace and public safety is, under City policy, proper cause for disciplinary action up to and including dismissal.

Employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs. Employees who abuse alcohol and drugs are a danger to themselves, to other employees, and to the public. In addition, drug and alcohol abuse inflicts a terrible toll on the nation's productive resources and the health and well-being of American workers and their families. Alcohol, for instance, is a depressant which can impair judgment, reaction times, and reflexes. Though a legal drug, the possession and use on the job is prohibited and off- hours use is prohibited within 4 hours of reporting for regular assignment, an overtime assignment, or while on call to provide public service, in any capacity as a public employee.

The City is committed to establishing and maintaining a safe and healthy work environment free from the influence of alcohol and drugs and to preserving public confidence in City employees and maintaining the reputation of the City. With this objective in mind, the City has established the following Drug and Alcohol Policy with regard to the use, possession, sale, manufacture, and distribution, of alcohol or drugs.

This policy is adopted pursuant to The Drug-Free Workplace Act of 1988, as enacted by the United States Congress, which requires the establishment of drug-free workplace policies, and the reporting of certain drug-related offenses to the appropriate federal agency. Safety sensitive drivers are additionally held to the Department of Transportation guidelines for Commercial Drivers Licenses.

RESPONSIBILITIES

Employees shall receive, read, and sign for a copy of this Policy.

Managers and Supervisors will be held strictly accountable for the consistent application and enforcement of the Policy. Any Manager/Supervisor who knowingly disregards the requirements of this Policy, or who is found to deliberately misuse the Policy in regard to subordinates, shall be subject to discipline up to and including termination, in accordance with the City's disciplinary process.

DEFINITIONS USED IN THE POLICY

The following definitions shall apply for drug and alcohol testing of individuals subject to Reasonable Suspicion or Post-Accident drug/alcohol testing.

Alcohol — The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol.

Breath Alcohol Technician (BAT) — A trained individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device.

Drugs/Controlled Substances — The drugs for which tests are required under this policy are amphetamines, cocaine, marijuana, opiates and phencyclidine (PCP).

Employee — Any employee of the City.

5 Panel Drug Test — Five categories of drugs established by the federal government which fall under "controlled substances." They are amphetamines, cocaine, marijuana, opiates and phencyclidine (PCP).

Medical Review Officer (MRO) — A licensed physician certified to review and interpret all drug tests before they are reported to the Human Resource Director or designee.

Premises — Buildings, property, work areas, vehicles, parking lots and any place the employee happens to be during the course and scope of City employment.

Prescription Drugs — Any drug or medication prescribed by licensed physician for a medical condition.

Refusal to Test — Behaviors that constitute a refusal to submit to a drug and/or alcohol test include the following: refusal to take the test; inability to provide sufficient quantities of breath or urine to be tested without a valid medical explanation; tampering with or attempting to adulterate the specimen or interfere with the collection procedure; not reporting to the collection site in the time allotted; leaving the scene of an accident without valid reason before the tests have been conducted; failure to sign DOT required testing forms for urine collection; refusal to remove outer garments or leave them outside the testing area; and, refusal to empty pockets. A refusal to test will be considered a positive test and an insubordinate action by the employee, subject to appropriate disciplinary action.

Reasonable Cause/Suspicion — The employer believes that the actions, appearance, speech, body odors or conduct of an on-duty employee are indicative of the use of drugs, alcohol, or other controlled substances.

Safety Sensitive Functions — A work function that utilizes a commercial vehicle and requires the employee to have a commercial driver's license.

Safety Sensitive Personnel — Employees holding a Commercial Drivers' License and driving a commercial vehicle, on a full-time, part-time or intermittent basis.

WHO IS AFFECTED BY THIS POLICY?

All employees of the City of Riverside are subject to the terms of this policy.

TRAINING

Supervisors will receive training on reasonable suspicion (60 minutes total for signs and symptoms of drug use/misuse and for signs and symptoms of alcohol use/misuse). Refresher training will take place every two years. Training shall include the following:

Identification of the contact person, telephone number and office location for drug and alcohol related questions; the effects of drug and alcohol misuse on an individual's health, work, and personal life; the signs and symptoms of a drug and/or alcohol problem; the available methods of intervening when an alcohol problem is suspected.

TESTING

The privacy of the employee will be protected, the integrity and validity of the test process will be maintained for each employee during the testing process. Records will be maintained in confidence, pursuant to federal and state law.

Drug Testing

Employees shall not report for duty while under the influence of any legal drug which may impair the performance of his/her duties as identified by his/her job description.

The use and ingestion of illegal drugs is prohibited at all times. An employee may be tested for drugs anytime while on duty, subject to reasonable suspicion. Drug testing is a two-stage process. First, a screening test is performed. If it is positive for one or more drugs, then a confirmation test is performed for each identified drug using gas chromatography/mass spectrometry (GC/MS) analysis. The GC/MS confirmation ensures that over-the-counter medications or preparations are not reported as positive results.

All urine specimens are analyzed only for the following drugs:

- Marijuana (THC Metabolite)
- Cocaine
- Amphetamines
- Opiates (including heroin)
- Phencyclidine (PCP)

An employee who wishes to dispute the accuracy of a positive test may request that the untested portion of the split sample be analyzed at his/her own expense.

For information on the Specimen Testing Procedure, employees should refer to page 8.

Alcohol Testing

An alcohol test may be conducted just before, during, or just after the work shift. The following acts are prohibited:

- Having an alcohol concentration of 0.02 or greater as indicated by an alcohol breath test.
- Using or possessing alcohol on the job.
- Consuming alcohol within 4 hours of reporting for regular assignment, an overtime assignment, or while on call to provide public service, in any capacity, as a City employee.
- Refusing to submit to an alcohol test.
- Using alcohol within eight (8) hours after an accident or until tested.

Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first using evidential breath testing devices (EBT) required and approved by the Federal Highway Administration (FHA). Any result less than 0.02 alcohol concentration is considered a negative test. If the alcohol concentration is 0.02 or greater, a second or confirmation test is conducted.

For information on the Testing Procedure, individuals should refer to page 10.

Consent

Before a drug and/or alcohol test is administered, employees will be requested to sign a consent form voluntarily submitting to the test. Appendix E.

Refusal to Consent

Refusal to consent to drug/alcohol testing will be considered a positive test and an insubordinate action by the employee. An employee's failure to submit to drug and/or alcohol testing required by the City for any reason may result in disciplinary action, up to and including termination, according to City policy.

The following behaviors constitute a refusal to submit to a test: refusal to take the test (verbal refusal or physical absence), inability to provide sufficient quantities of breath or urine without a valid medical explanation, tampering with or attempting to adulterate the specimen or interfere with the collection procedure, not reporting to the collection site in the time allotted, leaving the scene of an accident without a valid reason before the

tests have been conducted, refusal to remove outer garments or leave them outside the testing area, and refusal to empty pockets.

Where there is a reasonable suspicion that the employee is then under the influence of alcohol or drugs, employee shall not return to work prior to completing all requirements for return-to-duty. Human Resources shall arrange for the employee to be safely transported home after testing. An employee shall not be permitted to transport him/herself.

Reasonable Cause/Suspicion

The possession, transportation, distribution, receipt, sale, purchase or arranging for the sale, purchase or distribution of alcohol, including medicines containing alcohol (prescription or over-the-counter), is prohibited while on duty, unless, with respect to medicine, the packaging seal is unbroken.

The use, sale, distribution and/or manufacture of controlled substances is against the law. The use of prescribed drugs is not in direct violation of the policy; however, the use or prescribed use that may cause significant impairment, thus creating a safety hazard on the job, is in direct violation of this policy.

Reasonable Cause/Suspicion means that the employer/supervisor believes that the actions, appearance, speech, body odors or conduct of an on-duty employee are indicative of the use of drugs, alcohol, or other controlled substances. Indicators of the use of drugs, alcohol, or other controlled substances are identified in Appendix C of this document, Reasonable Suspicion Checklist. The City shall require an employee to be tested, upon reasonable cause, for the use of drugs and/or alcohol.

The behavior/conduct of the employee must be witnessed by a supervisor who has received training consisting of at least 1 hour for alcohol and drug use/misuse recognition. The training includes identification of actions, appearance or conduct which are indicative of the use of drugs or alcohol. The supervisor must directly observe the behavior and contact the Department Head. Reasonable cause/suspicion may not be based upon hearsay.

The documentation of the employee's behavior/conduct shall be prepared and signed by Human Resources utilizing the Reasonable Suspicion Checklist prior to testing.

Drug and/or alcohol testing may be performed only if the observations are based on observable behavior at the job site during, just before, or immediately after the work shift that the employee is required to be in compliance. An employee may be directed to undergo a reasonable cause/suspicion alcohol test just before, during, or just after the work shift.

If an alcohol test is not administered within two (2) hours following a reasonable cause/suspicion determination. Human Resources shall document the reasons for the delay. If not administered within eight (8) hours, the test shall not be conducted. Human Resources shall document the reasons.

An employee who has an alcohol concentration of 0.02 or greater must be removed from duty and must be referred to the EAR

Once a reasonable cause/suspicion determination is made, it is the responsibility of Human Resources to assure that the employee under suspicion is evaluated, and when necessary, transported to a specimen collection site to provide a urine and/or breath sample.

Any employee tested for reasonable cause/suspicion will be denied all work-related motor vehicle driving privileges until test results are received. If test results are negative, the employee may resume regular work duties.

Post-Accident

A traffic accident is defined as an incident involving a motor vehicle which results in death or serious bodily injury or in which there is a citation issued to the City employee, or from which a vehicle is towed from the scene, or in which someone is medically treated away from the scene and which occurs in the performance of his/her duties.

As soon as practicable after an accident, alcohol and drug tests shall be administered to every surviving employee who receives a moving citation or whose operation of the vehicle cannot be ruled out by the supervisor as a contributing factor.

The following will apply for all affected employees resulting from accidents, incidents or related occurrences:

1. Post accident drug and alcohol tests must be given as soon as practicable during the eight (8) hours following an accident/incident.

2. The employee must be readily available for the test or they will be deemed to have refused the test.

3. The alcohol test should be administered as soon as possible. If the test not administered within two (2) hours of the accident, then the Supervisor must prepare and maintain a record stating why they were unable to administer the test. If eight (8) hours have passed, the attempts should be discontinued. The Supervisor must prepare and maintain a record as to why they were unable to administer the test.

4. If a drug test is not administered within 32 hours following the accident, the test shall not be administered and the supervisor shall document the reasons.

5. Following an accident, the employee shall remain available for such testing, or may be deemed to have refused to submit to testing. This does not require the delay of necessary medical attention for injured people following an accident, nor prohibit the employee from leaving the scene to obtain assistance or necessary emergency medical care.

6. An employee subject to post-accident testing may not use alcohol within eight (8) hours following the accident or before an alcohol test, whichever comes first.

Return-to-Duty

Employees who violate the City's policy and are accepted into Return-to-Duty and Follow-Up status must have a negative drug and/or alcohol test. Employees who return to duty are subject to follow-up testing. Safety sensitive employees and commercial drivers shall follow the return to duty and/or follow-up testing process under the City's Random Drug and Alcohol Testing for Employees (except Fire Engineers) in Safety-Sensitive Classifications Policy 111-9.

Follow-up Testing

1. All employees identified by the Employee Assistance Program (EAP) counselor as needing assistance will be subject to follow-up testing upon return-to-duty.

2. Employees will be subject to a minimum of six (6) unannounced tests over the following 12 months or as otherwise set forth in a Last Chance Agreement.

3. The EAP counselor can terminate the requirement for the follow-up testing in excess of the minimum at any time, if the EAP counselor determines that the testing is no longer necessary and is supported by the employer.

4. Follow-up testing may include tests for other substances beyond the employee's initial positive test of alcohol and/or drug when the EAP counselor has reason to suspect other drug or alcohol use during the follow-up period.

DISCIPLINE FOR WORK-RELATED PROBLEMS

The City may impose disciplinary measures, up to and including termination, for policy violations and work-related problems, separate and apart from violations of the drug and alcohol policy even if such rule violations or work-related problems result from drug and alcohol abuse.

CONFIDENTIALITY

Confidentiality is an essential element of this policy.

1. Any employee violating confidentiality shall be subject to discipline and may also be civilly or criminally liable.

2. The results of any testing shall be used for employment purposes only. The testing laboratory is only authorized to release test results to the MRO. The MRO and the BAT are only authorized to release test results to the Human Resources Director or designee.

3. All records pertaining to drug and alcohol testing of an employee shall be contained in a separate confidential medical file that will be securely kept under the control of the Human Resources Director or designee. It shall be separate from the employee's other personnel records.

4. The employee may request and receive the results of his/her tests.

5. The City may disclose specific test results without the employee's consent only when:

   a. All information is compelled by law or by judicial or administrative process;

   b. The information has been placed at issue by the employee in a formal dispute between the employee and the City;

6. Any positive test results determined by a second test to be negative shall be removed from the employee's file and destroyed.

RECORD KEEPING

The Human Resources Director or designee will retain the records as follows:

RECORD . .	RETENTION PERIOD
Results of an employee's alcohol test which indicates an alcohol concentration level of .02 or higher	5 years
Result of an employee's drug test which is positive	5 years
Documentation of any employee who refused to submit to a required alcohol/drug test	5 years
Calibration documentation of evidentiary breath testing devices	5 years
Employee assessments and referrals by substance abuse professionals, as well as records of employee compliance with EAP recommendations, including results of return to duty and follow-up testing for drug use and alcohol misuse.	5 years
Records documenting the collection process for the alcohol and drug test and all drug and alcohol education and training records	2 years
Results of any alcohol test which is less than .02	2 years
Documentation of any negative or canceled drug test	2 years

FOLLOW-UP FOR POSITIVE TESTING

Employee Assistance Program (EAP) Services

The City supports an opportunity for treatment to be made available to affected employees. The City will provide for an EAP evaluation to assess employees with drug and/or alcohol misuse problems. The counselor will provide referrals for counseling, treatment programs, or other sources. Employees will be monitored for successful completion of counseling and treatment programs.

Each affected employee who violates this policy will be given the opportunity to be evaluated to determine whether the employee needs assistance resolving problems associated with drug and/or alcohol misuse, and, if necessary, a referral for further treatment. The City has no obligation to provide or pay for treatment. This is the responsibility of the employee.

Before returning to duty, each employee identified as needing assistance must: (1) be evaluated again by an EAP counselor to determine whether the employee has successfully complied with the treatment proscribed following the initial evaluation; (2) undergo a drug and/or alcohol test to satisfy established acceptable results for return to duty; and (3) be subject to a minimum of six (6) unannounced, follow-up drug and/or alcohol tests over the following 12 months.

PROCEDURES FOR DOCUMENTING REASONABLE SUSPICION OF DRUG AND/OR ALCOHOL USE

BACKGROUND: Reasonable cause/suspicion means that an employer believes that the actions appearance, speech, body odors, or conduct of an on duty employee are indicative of the use of drugs, alcohol or other controlled substances. The City shall require an employee to be tested upon reasonable cause for the use of drugs or alcohol.

The supervisor must use the following process to validate the reasons for considering a drug and/or alcohol test. All observed behaviors must be documented on the Reasonable Suspicion checklist. In all cases of reasonable cause/suspicion, the Human Resources Director or designee must be contacted.

1. Using the Reasonable Suspicion Checklist, Human Resources will question the employee and document information and behavior. Human Resources will complete the form and following a conversation with the employee, makes a determination as to whether or not the employee appears to have used drugs and/or alcohol during, just before or after the work shift the employee is required to be in compliance.

2. If the employee does not appear to be under the influence of drugs, including prescription drugs, and/or alcohol, Human Resources should release the employee to perform regular work duties.

3. If Human Resources believes that the employee is under the influence of drugs and/or alcohol, the supervisor notifies the Human Resources Director or designee, who will then refer the employee to the approved drug and alcohol testing site.

4. If the employee refuses drug and/or alcohol testing, the Human Resources Director or designee refers the employee to the Employee Assistance Program.

5. If the employee consents to drug and/or alcohol testing, Human Resources personally escorts the employee to the approved drug and alcohol testing site.

6. At the collection site, the employee meets with the Collection Site Technician who will conduct the testing process.

7. Human Resources remains at the collection site and after the collection process, transports the employee back to the work site.

8. If the alcohol test is below 0.02, the employee may return to work with no corrective action.

9. Human Resources notifies the employee that, until the drug test results are completed, the employee will be on leave with pay.

10. If it is believed that the employee is impaired, Human Resources makes arrangement to have the employee taken home. If the employee refuses assistance, a witness should verify that the employee refused assistance. If the employee cannot control his/her actions and leaves without assistance, Human Resources must call the Police Department immediately to inform them of the employee's condition and refusal for assistance. The Police Department needs to be provided with the employee's name and description of the vehicle including the license number.

SPECIMEN COLLECTION PROCEDURES

<u>Drug Testing</u>

1. The employee arrives at the collection site.

2. If the employee does not arrive at the assigned time for testing, the Human Resources Director or Designated Management employee should be contacted for instructions.

3. The identity of the employee to be tested is verified by examining a photo identification or by verifying with the employer's representative. If the identity cannot be established, the process stops.

4. If the employee being tested requests it, the Collection Technician (CT) should present their identification as well.

5. Once the employee identification has been verified, the first portion of the chain of custody requisition should be completed.

6. The CT requests that the employee remove unnecessary outer garments, such as a coat or jacket, and relinquish any briefcase, purse, or similar item, along with the outer garments for safekeeping during the collection process. The employee may retain his or her wallet. If requested, a receipt for personal items will be provided.

7. The CT instructs the employee to wash and dry hands his or her hands. Once this is done, the employee must remain in the presence of the CT. He or she is not to be permitted access to a fountain, faucet, soap dispenser, cleansing agent, or other materials that could be used to adulterate the urine specimen.

8. The CT provides the employee with a specimen bottle and allows him/her to provide the specimen in the privacy of a stall or other partitioned and secured area.

9. If the employee refuses to provide a specimen or otherwise fails to cooperate with the process, the Human Resources Director or designee is notified and the refusal is documented on the custody and control form.

10. The CT will note any unusual behavior on the custody and control form. If the CT suspects tampering or substitution, the CT will consult with the test site supervisor before requesting a direct observation specimen collection.

11. Upon receiving the specimen, the CT will make certain that the sample contains at least 45 milliliters of urine.

12. In the case of post-accident or reasonable suspicion testing where the employee has difficulty providing an adequate sample, the CT will request that he or she consume reasonable quantities of fluids until he or she can provide a sufficient sample or, until 3 hours have passed from the beginning of the collection process. If the 3 hours have expired without an acceptable sample, the CT will request guidance from the Medical Review Officer (MRO).

13. If a second specimen is indicated, the CT makes certain a fresh container is used. The original inadequate specimen is discarded.

14. Once an adequate sample is provided, the CT allows the individual to wash his or her hands.

15. The CT tests the specimen for temperature within four (4) minutes of urination. The acceptable range is 32 degrees — 38 degrees C (90 — 100 F).

16. The CT inspects the sample for color and any sign of contamination or tampering. Any unusual signs are noted on the custody and control form. In the case where tampering is suspected, the collector will consult with a test site

supervisor before collecting a second specimen under the direct observation of a testing site person.

17. The CT keeps the specimen in view at all times prior to sealing and labeling. The specimen also remains in view of the individual. In full view of the individual, the CT transfers the collected specimen to the primary and to split specimen containers.

18. The CT inspects the collection area to ensure that specimen adulteration did not occur. Any unusual findings will be noted on the chain of custody form. If adulteration of the specimen did occur, the CT will conduct an observed collection.

19. The date of collection is written on the peel-off labels located at the side of the requisition.

20. The CT peels off one label and places it on the lid of the collection container. The remaining label is placed on the lid of the split specimen container. The donor initials each label on the containers.

21. The CT removes the “laboratory original” copy of the chain of custody requisition and places it in the outside pocket of the chain of custody bag.

22. The individual initials the chain of custody bag in the appropriate locations to document that the correct specimen is being sent to the laboratory. The CT signs and dates the same seal.

23. The CT retains the “collector copy” of the chain of custody requisition and gives the “donor copy” to the individual. The “company copy” of the chain of custody requisition will be forwarded to the Human Resources Director or designee. The MRO copy will be sent to the Medical Review Officer.

24. The sealed chain of custody bag remains in control of the CT or in a secured area within the collection site until shipment to the laboratory.

25. When the test results are received by the MRO, a thorough review of documentation, test results, and circumstances will be made before making a decision regarding an individual. A final decision will be made and communicated to the individual within three days unless there are extenuating circumstances. In all cases where alcohol or drug involvement is confirmed, the employee will be referred to the EAP.

26. If the City receives a cancelled test result when a negative result is required (e.g., pre-employment, return-to-duty, or follow-up test), another specimen will be required immediately.

Alcohol Testing

1. The employee arrives at the testing site.

2. If the employee does not arrive at the assigned time for testing, the Human Resources Director or Designated Management employee should be contacted for instructions.

3. The ID of the employee to be tested is verified by examining a photo ID or employer's representative. If the ID cannot be established the process stops.

4. If the employee being tested requests it, the Breath Alcohol Technician (BAT) should present their ID.

5. Once the employee's ID has been established, Step 1 will be completed on the U.S. Department of Transportation (DOT) Breath Alcohol Testing Form.

6. The employee will complete Step 2 on the DOT form, signing the certification. if the employee refuses to sign the certificate, it is regarded as a refusal to take the test.

7. The employee and BAT shall read the sequential test number displayed on the Evidential Breath Analyzer Test (EBT).

8. The BAT will open an individually sealed mouthpiece in view of the employee and attach it to the EBT according to instructions.

9. The employee will blow forcefully into the mouthpiece for at least 6 seconds of until the EBT indicates that an adequate amount of breath has been obtained.

10. The BAT completes Step 3 of the DOT testing form.

11. If the test results are less than 0.020 on the screening test, a copy of the form will be provided to the employee. One will be forwarded to the employer and one will be retained by the BAT.

12. If the test results are greater than 0.020, a confirmation test will be conducted as follows:

    a. The BAT will explain that a confirmation test will be conducted.

    b. The employee must stay in the room observed for a 15-minute waiting period. During this time, they may not eat, drink or put any object or substance into their mouth.

    c. The confirmation test will be conducted no less than 15 minutes after the screening test but within 30 minutes of the completion of the screening test.

d. The confirmation test will be completed according to Steps 1-11 of this procedure.

e. If the result of the confirmation test is different than the screening test, the confirmation test will be considered the accurate results.

Appendix A

Cut Off Levels Information

	Initial Cut Off Levels
Marijuana Metabolites	50ng/m1
Cocaine Metabolites	300ng/m1
Opiate Metabolites	2000ng/m1
Phencyclidine	25ng/m1
Amphetamines	1000ng/m1
	Confirmatory Cut Off Levels
Marijuana Metabolites	15ng/m1
Cocaline Metabolites	150ng/m1
Opiates	
Morphine	2000ng/m1
Codeine	2000ng/m1
Phencyclidine	25ng/m1
Amphetamines	
Amphetamine	500ng/m1
Methamphetamine	500ng/m1

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Appendix B

City of Riverside
Collection Sites and Laboratory

Collection Site:

For Employees Who Do Not Use Class A or Class B Licenses in the Course of City Employment (Fire Engineers are the only Class A or Class B Drivers who are sent to this collection site):

Community Medical Group of Riverside
4444 Magnolia Ave.
Riverside, California 92501

Inland Empire Occupational Medicine
3579 Arlington Avenue, Suite 300
Riverside, California 92506

Laboratory:

Pacific Toxicology Laboratories
9348 De Soto Ave.
Chatsworth, California 91311

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Appendix C

Reasonable Suspicion Checklist

See following page.

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CITY OF RIVERSIDE
REASONABLE SUSPICION CHECKLIST

CONFIDENTIAL

This document contains personal information and pursuant to Civil Code 1798.21 it shall be kept confidential in order to protect against unauthorized disclosure

Instructions

Use this form to record observations of employee behavior that you believe may be the result of illegal drug or alcohol misuse

After filling out the form, you may order the employee to a reasonable suspicion drug or alcohol test

NAME OF EMPLOYEE OBSERVED	DATE OF OBSERVATION
LOCATION OF OBSERVATION	TIME OF OBSERVATION A.M. P.M.

OBSERVED PERSONAL BEHAVIOR (Check all appropriate items)

Observations must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.

SPEECH	AWARENESS	BALANCE	WALKING
❑ Normal ❑ Incoherent ❑ Confused ❑ Slurred ❑ Silent	❑ Normal 0 Confused ❑ Sleepy ❑ Paranoid 0 Aggressive	0 Normal 0 Swaying 0 Swaggering ❑ Falling	❑ Normal ❑ Stumbling 0 Falling 0 Holding or Reaching

Description of other observed actions or behaviors or incidents
(Be as specific as possible. Continue on back if necessary)

I certify that I have had training in recognition of alcohol and drug misuse and that in the best of my judgment reasonable suspicion exists sufficient to require the above employee to undergo an: ☐ alcohol test ☐ drug test

OBSERVER NAME	TITLE

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Appendix D

Acknowledgment/Receipt Form

See following page.

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ACKNOWLEDGMENT/RECEIPT FORM

I hereby acknowledge that I have received a copy of the City of Riverside's Drug and Alcohol Testing Policy in compliance with the Drug Free Workplace Act of 1998 (41 U.S.C. 702-706).

I have read and understand the provisions outlined in the City of Riverside's Drug and Alcohol Testing Policy and agree to comply with all of the requirements contained therein. I understand that disciplinary action may be taken if I am found in violation of the policy.

_____
Employee Name (Print)

_____
Employee Signature

_____
Date

_____
Witness

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Appendix E

Consent to Drug / Alcohol Testing

See following page.

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CONSENT TO DRUG/ALCOHOL TESTING

I have been requested to submit to a drug and/or alcohol test.

I understand that the sample will be submitted for forensic testing to determine any drug or alcohol content. I hereby release custody of the sample to be collected for Department use, and consent to the release of the test results to the Department in connection with its criminal and/or administrative investigations.

I understand that a portion of my sample will be preserved to allow for independent testing by the laboratory of my choice, at my own expense.

I have read and understand the contents of this admonishment and consent form, and

- ❑ consent to provide a blood or urine sample.
- ❑ consent to alcohol testing.
- ❑ refuse to provide a voluntary sample of blood or urine or to voluntarily submit to an alcohol test.

Signature of Employee	Date
Printed Name of Employee	
Signature of Witness	Date
Printed Name of Witness	

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