



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF BARSTOW

AND

THE BARSTOW POLICE OFFICERS' ASSOCIATION

UNIT 3

JULY 1, 2022 – JUNE 30, 2025

**BARSTOW POLICE OFFICERS' ASSOCIATION
UNIT 3**

MEMORANDUM OF UNDERSTANDING

SECTION 1 – GENERAL PROVISIONS

ARTICLE 1 – PREAMBLE

This Memorandum of Understanding (Agreement) is made and entered into by and between the City of Barstow (City) and the Barstow Police Officers' Association (Association), pursuant to the Meyers-Milius-Brown Act of the State of California, the Barstow Municipal Code, and the Personnel Policies and Procedures of the City of Barstow.

It is the intent and purpose of this Agreement to set forth the understanding reached between the Association and the City as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between employees represented by the Association and representatives of the City. The parties affirm their mutual commitment to the goals of respecting and valuing people, effective and efficient public service, sound and responsible management, and amicable employer-employee relations.

ARTICLE 2 – RECOGNITION AND SCOPE OF REPRESENTATION

During the term of this Agreement, the City recognizes that the following positions shall be represented by the Association:

- Police Officer Trainee
- Police Officer
- Police Detective
- Police Corporal

The Association's scope of representation shall include all matters pertaining to wages, hours, and other terms and conditions of employment.

ARTICLE 3 – MANAGEMENT RIGHTS

During the term of this Agreement, the Association recognizes that the City has and will continue to retain (whether exercised or not) the exclusive right to operate, administer, and manage its municipal services and work force performing those services in all respects subject to this agreement. The City Manager has (and will continue to retain) exclusive decision-making authority on matters not officially and expressly modified by specific provisions of this Agreement. Said decision-making shall not (in any way directly or indirectly) be subject to the City's grievance procedure.

The exclusive rights of the City shall include, but are not limited to: determine the organization of City government and the purpose / mission of its constituent divisions / departments; set standards of service to be offered to the public and to exercise control and discretion over its organization and operations; establish and effect administrative regulations and employment rules / regulations consistent with law; direct its employees; take disciplinary action for just cause; relieve its employees

from duty because of lack of work or for other legitimate reasons; determine the procedures and standards of selection for employment and promotion; determine the content of job classifications; determine the methods, means, and personnel by which the City's services are to be provided; maintain the efficiency of governmental operations; and to otherwise act in the interest of efficient service to the community. The inclusion of such rights in a list of City rights, and the right of the City to act on such rights shall not be subject to grievance. However, such rights shall not abridge the right of an employee to file grievance on the implementation of said rights.

ARTICLE 4 – ADMINISTRATIVE AUTHORITY

During the term of this Agreement, the City Council shall deal with the administrative services of the City only through the City Manager, except for the purpose of inquiry. Neither the City Council, nor any members thereof, shall be allowed to give orders to any subordinates of the City Manager.

ARTICLE 5 – CONDITIONS OF EMPLOYMENT

Except as otherwise noted herein, the terms and conditions of employment for members of the Association shall be those prescribed in the existing Personnel Rules and Regulations manual of the City unless otherwise agreed to by the Association.

ARTICLE 6 – PAYROLL DEDUCTIONS

The City shall provide each Association member a maximum of two payroll deductions per month upon receipt of a duly executed form properly signed by each employee. The City shall remit such deductions to the Association at the Association's address of record.

Furthermore, the Association agrees to provide the City with the following:

- Written notice of its address of record.
- To indemnify, defend and hold the City and its officers, agents, and employees harmless against any claims made and any suit initiated against the City on account of Association deductions
- To refund to the City any amount paid to the Association in error upon presentation of supporting evidence.

ARTICLE 7 – RULES GOVERNING REDUCTIONS

During the term of this Agreement, no employee represented by the Association shall suffer a reduction in wages, hours, or other terms and conditions of employment, unless such reduction is proportional to that generally suffered by the other employees of the City as part of a general cost reduction program. However, this Article shall not apply to disciplinary actions or reclassifications taken pursuant to the Barstow Municipal Code and the Personnel Rules and Regulations of the City.

ARTICLE 8 – ASSOCIATION ACTIVITIES

The City shall provide Association representatives with a reasonable amount of time to address Association business without loss of pay or benefits. Before using this time, the Association representatives must notify the immediate supervisor that the employee will be conducting Association business and advise the supervisor of where the employee can be reached in case of an emergency. Further, time off for Association business shall be noted on the employee's time

card. For the purposes of this Article, a reasonable amount of time shall not exceed one hour during any seven-consecutive days.

ARTICLE 9 – GENERAL ASSOCIATION MEETINGS

The City shall grant release time for all Association members to conduct one special meeting each quarter, provided that the meeting time and place are agreed upon by the President of the Association and the Chief of Police. The City will also allow the Association use of City facilities and equipment for said Association meetings. In addition, on-duty officers shall be permitted to attend the meeting provided that the officer remains available for service calls.

ARTICLE 10 – UNIFORM REQUIREMENT

The wearing of a uniform shall place responsibility on the wearer to present an appearance which is representative of the stature and prestige of the Barstow Police Department. There may be certain types of functions for which the Chief of Police may require a specific uniform.

Association members assigned to the Uniform Bureau shall wear an approved uniform soft hat and necktie while in attendance at formal functions, including but not limited to parades, funerals, inspections, and other ceremonial occasions. This uniform requirement shall be suspended in those specific instances when decorum and / or etiquette demands removal of headgear.

In addition, Association members operating, as K-9 officers shall be permitted to wear a department approved baseball cap while on duty and in K-9 attire.

Furthermore, between May 1st and October 31st of each year, the approved apparel of officers assigned to the Detective Bureau shall be slacks and a sport shirt suitable for a business environment. Between November 1st and April 30th of each year, the approved apparel of officers assigned to the Detective Bureau shall be a business suit with a dress shirt and tie, or a sport coat and slacks with a dress shirt and tie. During cold weather, the foregoing apparel requirements may be supplemented with a sweater or coat so long as a professional business-like appearance is maintained. When required to appear in court, appropriate court apparel shall be worn. Exceptions to the aforementioned dress code will be allowed based on guidelines issued by the Chief of Police.

ARTICLE 11 – DESIGNATION OF INFORMAL RANK OF SENIOR OFFICER

The City shall also provide the informal rank of “Senior Officer” to any Association member with seven (7) or more years of service with the Barstow Police Department. While obtaining this informal rank of “Senior Officer” shall not result in any additional pay or benefit enhancements, or any other change in the terms and conditions of employment, such individuals will be permitted to make the following modifications to their uniform:

- Officers who obtain the informal rank of “Senior Officer” may display the rank in the form of one chevron on their uniform.
- Officers who obtain the informal rank of “Senior Officer” and who have achieved a POST Intermediate certificate may display the rank in the form of one chevron and rocker stripe on their uniform.
- Officers who obtain the informal rank of “Senior Officer” and who have achieved a POST Advanced certificate may display the rank in the form of an insignia (star) in the center of a chevron and rocker stripe on their uniform.

ARTICLE 12 – SAFETY EQUIPMENT

The City shall furnish, replace, or repair safety equipment as necessary according to departmental specifications. Such equipment furnished by the City shall remain the property of the City and shall be properly cared for by Association members. The following safety equipment shall be furnished by the City:

- Ammunition for practice and on-duty service for City approved .40 and .45 caliber handguns for use at the Barstow Police Department range.
- Ammunition pouch
- Baton
- Baton ring
- Bullet-proof vest
- Flashlight
- Helmet
- Holster
- Four (4) keeper straps
- Key ring / leather guard
- Rain boots
- Rain coat
- Flashlight batteries / bulbs
- Handcuffs
- Handcuff case
- Sam Browne / Sally belt
- Service weapon
- Whistle
- Eye / Ear Protection

Association members may elect to use safety equipment other than that furnished by the City, provided that such other equipment is authorized for use by the Chief of Police. *Additionally*, Association members are authorized to wear *while on duty, drop-down holsters*, load-bearing vests, and/or nylon gear as outlined and specified in Police Department policy. In the event an employee elects to use authorized safety equipment other than that furnished by the City, the employee shall bear the full cost of purchase, maintenance, repair, and replacement of such safety equipment, as well as any other costs incidental to the use thereof.

The City reserves the right to require the use of safety equipment supplied by the City, provided however, that the wearing of bullet-proof vests provided by the City shall only be required by a Police Detective as outlined in Department policy.

ARTICLE 13 – HOURS OF WORK

The average regular work week for full-time Association members shall be forty (40) hours. For all employees with an average regular work week of forty (40) hours, the monthly rate shall be the hourly rate times 2,080 divided by 12.

In certain instances, alternatives to the traditional work schedule for the convenience of the employee may be appropriate. Such schedules may be installed under the following guidelines:

1. The City or the employee may initiate a request regarding such alternate work schedules.
2. Alternate work schedules shall not reduce service to the public.
3. Such schedules may be revoked by either party upon notice to the other party.
4. Such schedules may continue by mutual agreement of both parties.

5. Employees who perform authorized work in excess of the defined work day or work week and who are otherwise eligible for overtime pay shall be compensated for such work at the rate of one and one half (1 ½) times their regular hourly rate of pay.
6. Employees may be assigned to or from an alternate work schedule only effective at the beginning of a biweekly pay period.

ARTICLE 14 – SHIFT SCHEDULE

In general, the work schedule for Association members shall be coordinated in a manner consistent with the parameters below:

- Officers shall work six (6) twelve (12) hour shifts and one (1) eight (8) hour shift each pay period with the pay period beginning on Sunday and ending on Saturday.
- A shift rotation schedule shall be created by the Chief of Police for the Patrol Division. Officers will bid on shifts based on seniority prior to the start of a calendar year. The officer will remain on the shift for three (3) months at which time the officer will rotate to a different shift as herein described. At the end of six (6) months, the officer will rebid for a shift in order of seniority and repeat the shift rotation herein described:
 - Day Shift working weekdays rotates to Night Shift working weekends
 - Day Shift working weekends rotates to Night Shift working weekdays
 - Night Shift working weekdays rotates to Day Shift working weekends
 - Night Shift working weekends rotates to Day Shift working weekdays
- The City reserves the right to modify schedules subject to the meet-and-confer process.
- Officers attending a college or university may arrange to exchange assigned schedules with a consenting officer on another shift to facilitate class attendance, provided the exchange is approved by the Chief of Police or his / her designee, and lasts for the duration of the 112-day rotation period for which it is made.
 - The Association recognizes and agrees that the above provisions do not constitute a limitation or restriction on the Chief of Police's right and authority to reassign or reschedule an employee's shift, or to otherwise change hours of work, in order to meet Departmental needs. In the case of an employee temporarily reassigned to a different shift in order to meet Department needs, the employee shall be entitled to return to the position on the shift from which the employee was reassigned, as if the employee had not left it, at the conclusion of the temporary reassignment.

ARTICLE 15 – TRAINING

The City agrees to provide each Association member with a minimum of 48 hours of in-service training during each fiscal year. Such training shall include 24 hours of firearms training and 24 hours of other training which shall include, but not be limited to, Code 3 Pursuit Driver Training at an approved academy. However, Code 3 Pursuit Driver Training need not be repeated once taken unless required by the City.

The City also agrees to provide POST approved Officer Survival training for those officers who actively participate in in-service training provided by the Department. Survival training shall be scheduled to ensure that all eligible officers, as determined by the City, are properly training during the term of this Agreement.

The City shall also make every effort to ensure that training programs are scheduled to coincide with either the first or last day of the employee's regularly scheduled days off. This means that to the extent possible, the City will not schedule or coordinate training to take place in the middle of an employee's weekend.

ARTICLE 16 – OFFICER INVOLVED SHOOTING INCIDENTS

Any Association member involved in a shooting incident in the capacity of a City police officer shall be entitled, upon request, to a representative before being questioned regarding the incident. Employees will be advised of this right prior to any such questioning. Further, an employee involved in a shooting incident in the capacity of a City police officer shall be provided with psychological counseling as soon as it can be obtained immediately after the incident. The Chief of Police or his / her designee will not suspend peace officer powers or remove an employee's badge, identification card, or gun on a routine basis following involvement in a shooting incident, but instead will continue to determine such matters in his / her sole discretion based on the circumstances in each case as they relate to the best interests of the public and the Department.

ARTICLE 17 – PERSONNEL RECORDS

The City deems police officer personnel records, as defined in Penal Code Section 832.8, to be confidential and thus not subject to public or third-party disclosure without the employee's written consent, court order, or other basis permitted by law.

The City shall maintain its record-purging practices consistently with State and Federal laws, including California Penal Code Section 832.5, authorizing destruction of certain disciplinary records and shall purge those records upon the date of eligibility in accordance with Penal Code Section 832.5.

ARTICLE 18 – NON-DISCRIMINATION

It is agreed that both the City and the Association shall provide equal opportunity for all qualified persons, prohibit discrimination based on race, color, religion, sex, age, or natural origin, or any other unlawful basis, and promote the full realization of equal opportunity through a positive and continuing program of affirmative action.

It is further agreed that no employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by either the City or the Association because of membership or non-membership in the Association.

ARTICLE 19 – USE OF AUTOMOBILES BY DETECTIVES

The duty detective assigned to standby shall be allowed the use of a City vehicle during off-duty time in order to respond to calls back to duty. Detectives not assigned to standby duty shall be allowed the use of City vehicles on off-duty time including but not limited to use in commuting to and from work, subject to the availability of City vehicles. It is the intent of the City to allow Detectives which are not assigned to standby duty the ability to use a City vehicle when there are sufficient City vehicles available without requiring the City to purchase additional vehicles for this new benefit.

ARTICLE 20 – DISCIPLINE SUBJECT TO HEARING PROCESS

Disciplinary action involving termination or unpaid suspensions of eighty (80) hours or more shall be subject to the process described herein.

Should an officer request a hearing over proposed discipline, the City and the officer’s representative will select a hearing officer from the list below. The parties shall take turns striking names from the list, beginning with the party who wins the coin toss, until one name remains, with that person then serving as the hearing officer. The selection shall be made from the following list:

- Robert Bergeson
- David Hart
- Daniel Saling
- Byron Berry
- Sara Adler
- Jon Monat

Each party shall bear their respective cost of the hearing except that the City shall pay the cost of the hearing officer in discipline actions described herein.

The hearing shall be recorded by a court reporter. The hearing officer shall issue a decision containing findings of fact, a discussion of the evidence as it pertains to the each allegation of misconduct or wrongdoing, and a determination of whether the penalty is appropriate. The hearing officer’s decision shall be final, except that either side may seek review of the hearing officer’s determinations pursuant to the Code of Civil Procedure section 1094.5.

If 1094.5 review is sought by either party, the hearing officer shall prepare the administrative record for review by the Superior Court. The parties shall bear their own cost.

ARTICLE 21 – PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS

The City shall comply with the Public Safety Officers Procedural Bill of Rights as set forth in California Government Code Section 3300 *et seq.*

ARTICLE 22 – GRIEVANCE PROCEDURES

The following guidelines govern the City’s grievance procedures.

1. **Definition.**
A grievance is an written allegation by an employee claiming violation of a specific express provision of this Agreement, the City’s Personnel Rules and Regulations, or written City policy, unless another specific method of review is provided (e.g., discipline or discrimination).
2. **Procedure.**
 - a. **Informal Grievance Procedure**
The grievant and the City’s representative shall make every effort to resolve the grievance at the lowest level of supervision. Thus, the grievant shall attempt to discuss the grievance with the immediate supervisor before resorting to the Formal

Grievance Procedure, below. However, if the grievant is unable to resolve the grievance informally before the time period for filing a Formal Grievance expires (15 days from the date the grievance allegedly occurred), the grievant may proceed to the Formal Grievance Procedure in accordance with the time limits therein.

b. Formal Grievance Procedure

i. First Level of Review.

The grievant shall present the formal grievance in writing to his / her supervisor or to the immediate supervisor of the employee who is the subject of the grievance being filed. The formal written grievance must be presented within fifteen (15) days from the alleged occurrence of the violation. The written grievance shall contain the following information:

1. Name of grievant and job title;
2. Department / Division;
3. Clear and concise statement of the nature of the grievance including the circumstances and dates involved;
4. The specific provision(s) of this Agreement, the City's Personnel Rules, or City policy alleged to have been violated;
5. Requested remedy;
6. Name of the grievant's representative, if any;
7. Date and signature of the grievant.

The supervisor shall render a decision and comments in writing and return them to the grievant within fifteen (15) days after receiving the written grievance. If the grievant does not agree with his / her supervisor's decision or if no answer has been received within the specified time period, the grievant shall present the grievance in writing to the Department Head or the Department Head's designee within fifteen (15) days of the date the supervisor's decision is rendered or should have been rendered pursuant to the specified time period.

ii. Second Level – Department Review.

The Department Head or his / her designee shall discuss, upon request, the grievance with the grievant, the grievant's representative, if any, and with other appropriate persons. The Department Head or designee shall render his / her decision and comments in writing and return them to the grievant within fifteen (15) days after receiving the formal written grievance or after the meeting with the grievant, whichever is later. If the grievant does not agree with the decision reached or if no answer has been received within the specified time period, the grievant may appeal the formal grievance to the next level of the grievance procedure. In order to do so, the grievant must submit the grievance to the Personnel Officer, along with a written request that the grievance be considered at the Third Level, within fifteen (15) days of the date

the Department Head's decision is rendered, or should have been rendered, pursuant to the specified time period.

iii. Third Level – Advisory Arbitration.

To activate advisory arbitration, the grievant must, within time period specified above, present the grievance in writing to the Personnel Officer for further processing. Failure of the grievant to take this action will constitute a waiver and bar to further processing of the grievance.

1. The scope of advisory arbitration of grievances shall be limited to discharges, demotions, or reduction in pay, or suspensions of three (3) days or more without pay. The grievant may waive the right to go to advisory arbitration and instead go directly to the Fourth Level (City Manager). All other grievances shall bypass the third level of the grievance procedures and advance to the Fourth Level.
2. The Personnel Officer and the grievant shall request a list of five arbitrators from the California State Mediation and Conciliation Service.
 - a. By mutual agreement of the grievant and the City, advisory arbitration may be waived. In such case, the grievance shall be reviewed by City Manager in accordance with the procedures outlined in Level 4.
3. An arbitrator shall be selected by the following procedure:
 - a. The grievant and / or a representative of the grievant, along with the City's representative, shall select the arbitrator from the California State Conciliation Service list by eliminating names until one name remains. The one remaining name shall be the arbitrator. All grievances reaching the arbitration level shall be numbered consecutively for the current fiscal year. The odd-numbered grievances will give the grievant first elimination; the even-numbered grievances will give the City first elimination.
 - b. Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. The technical rules of evidence shall not apply during the arbitration hearing.
 - c. The arbitrator shall be strictly bound by the time limits set forth in the grievance procedure and shall not entertain any grievance in which the grievant has not adhered to such time limits.
 - d. Employees called as witnesses shall be scheduled to be released from duty to testify at the hearings. The parties recognize that due to the essential nature of the services performed by the employees, scheduling of time for each employee to testify at arbitration shall be in such a manner so that normal operations are not disrupted.

- e. The jurisdiction of the arbitrator shall be confined to a determination of the facts and the interpretation of the provisions of the Memorandum of Understanding and / or the Personnel Rules and Regulations. The arbitrator will have no power to add to, subtract from, or modify the terms of any Agreement or the written policies, rules, regulations and procedures of the employer.
- f. Within thirty (30) days after the conclusion of the hearing, the arbitrator shall render an advisory decision in writing to the parties (including the City Manager).
- g. The arbitrator's fees and expenses shall be paid by the City. All other costs shall be borne by the party incurring such expenses.

iv. Fourth Level – City Manager.

If the grievance is submitted to the City Manager for review and settlement, the Personnel Officer, in non-arbitrable cases, may elect the methods he / she considers appropriate for the study of the issues and shall render a written decision to the parties within fifteen (15) days. Notwithstanding the above, upon the grievant's request, the matter shall be submitted to mediation prior to the Personnel Officer's determination.

- 1. For all cases involving advisory arbitration recommendations, the Personnel Officer shall review the entire matter within fifteen (15) days after receipt of arbitrator's recommendations and render a decision.
- 2. The City Manager may amend, modify, or revoke the recommendation of the arbitrator. This includes, but is not limited to, the City Manager's right to reduce or increase the degree and type of discipline imposed. In all cases, the decision of the City Manager shall be final and binding.

c. General Provisions

- i. The grievant is entitled to representation of his / her choice at any point in the grievance procedure.
- ii. Failure by the grievant to meet any of the specified time lines shall constitute a withdrawal and waiver of the grievance. Failure by the City to meet any of the specified time lines shall entitle the grievant to appeal to the next level of review.
- iii. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum, and every effort should be made to expedite the process. If the last day of the specified time period falls on the weekend or a City observed holiday, it shall be moved to the next working day. Otherwise, the time specified may be extended only by mutual written consent.
- iv. Probationary employees may not grieve a rejection from probation.
- v. Employees shall be assured freedom from reprisal for using the grievance procedures.

- vi. The Personnel Office shall act as a central repository for all grievance records.
- vii. Any decision or finding involving an unbudgeted expenditure must be submitted to the City Council for ratification before that decision can become final and binding.
- viii. Failure on the part of an employee or his / her representative to appear in any case before an arbitrator without good cause shall result in forfeiture of the case and responsibility for payment for all associated costs by the employee.

ARTICLE 23 – FULL AGREEMENT

The City and the Association concur that this Agreement constitutes the entire contract between them governing wages, hours and conditions of employment of those employees in the bargaining unit during the term thereof and settles all demands and issues on all matters subject to the meet and confer process. City agrees to conduct a classification and compensation study at its own expense during the term of this Agreement.

Accordingly, both the City and the Association do hereby waive the right during the term of this Agreement to demand negotiation upon any subject matter, whether or not such subject matter has or has not been raised or discussed by either party during negotiations leading to the execution of this Agreement, except for the following provisions:

- Any item, provision, or subject that both the City and Association jointly agree to reopen for discussion.

ARTICLE 24 – SEVERABILITY

It is agreed that in the event a court order renders any Article of this Agreement null and void, said ruling shall negate only the applicable Article and the balance of the Agreement shall stand as written and remain in full force and effect for the duration of its term.

ARTICLE 25 – AGREEMENT EFFECTIVE UPON APPROVAL BY BOTH PARTIES

This Agreement shall be effective once approved by the Barstow City Council and upon ratification and approval by a majority of the employees represented by the Association.

ARTICLE 26 – TERM OF AGREEMENT

This Agreement shall take effect on July 1, 2022 and shall remain in full force and effect until June 30, 2025.

SECTION 2 – SALARIES AND OTHER PAY

ARTICLE 27 – GENERAL WAGES

Effective the first full pay period beginning in July for each of the respective years, all members of the Association shall receive the wage adjustments described below:

A. Year 1 of This MOU (2022-2023)

All unit members shall receive an 8.0% (eight percent) unadjusted base salary increase beginning July 1, 2022.

B. Year 2 of This MOU (2023-2024)

All unit members shall receive a 6.0% (six percent) unadjusted base salary increase beginning July 1, 2023.

C. Year 3 of this MOU (2024-2025)

All unit members shall receive a 2.0% (two percent) unadjusted base salary increase beginning July 1, 2024.

D. For all members hired prior to July 1, 2010:

(1) Effective January 15, 2017, all members hired prior to July 1, 2010 shall receive a salary adjustment of 6.0% (six percent) of the member's base salary. The 6% salary adjustment does not apply to leave/holiday payouts. The 6% salary adjustment shall be effective until retirement or separation from employment by the employee, whichever comes first.

(a) This 6.0% (six percent) benefit is not new, rather, it is included in this MOU to incorporate a previously implemented benefit that members of this bargaining unit have been receiving since January 15, 2017.

ARTICLE 28 – PERFORMANCE EVALUATIONS

(A) Timeliness of Performance Evaluations

In the event that an employee's performance evaluation is not completed within 45 days of the employee's performance evaluation date, the employee shall automatically receive his/her merit increase and any back pay owed for the time period that the evaluation was delayed. If the employee is at the top-step of their salary range, the following performance bonus should be issued in accordance with the procedures outlined in subsection (B) below.

(B) Performance Bonus

Association members who reach the top-step of their salary range or are y-rated will be eligible annually to receive a 2% performance bonus. To qualify for the performance bonus, the employee must receive a performance evaluation rating of satisfactory or better. Association members who meet that qualification will receive the 2% performance bonus. The performance bonus will be calculated by multiplying 2% by the employee's base wage rate. The performance bonus will be distributed as a one-time bonus payment subject to all applicable state and federal tax rates and will not increase the employee's base wage rate. In the event that the employee's performance evaluation is not completed within 45 days of the employee's performance evaluation date, the employee shall automatically receive the 2% performance bonus. Each employee can receive the performance bonus on a payday of their choosing. However, the performance bonus must be paid out by the last complete payroll period of the fiscal year in which the performance bonus was awarded.

ARTICLE 29 – OVERTIME

Association members are considered non-exempt employees for purposes of the Fair Labor Standards Act of 1938 and its subsequent amendments (FLSA).

It is the policy of the City to avoid overtime work whenever possible. In cases of emergency, however, or whenever public interest or necessity requires, any employee may be directed by proper authority, and in such cases, is expected to perform overtime work.

Overtime means all authorized hours worked by non-exempt employees in excess of his / her normal work period, regular work week, work day, or shift, unless otherwise established in a manner consistent with law.

All non-exempt employees who perform authorized overtime work shall be compensated for such work at the rate of one and one-half (1½) times his / her regular hourly rate of pay multiplied by the number of overtime hours worked. For the purposes of calculating overtime, all hours in a paid status shall be counted as hours worked.

No overtime shall be recorded or reported for less than one-quarter (1/4) hour of work. All overtime work, except for emergency conditions, must have the approval of the appropriate supervisor prior to actual performance of the work. Failure to obtain such approval in advance may be justification for disapproval of any overtime compensation and / or discipline.

ARTICLE 30 – COMPENSATORY TIME

Association members may elect to take compensatory time in lieu of overtime pay. Compensatory time shall be administered based on the following provisions:

- Eligible employees will accrue compensatory time at the rate of one and one-half (1½) times the actual number of hours worked for those hours worked in excess of the employee's normal work period, regular work week, work day, or shift.
- Compensatory time shall be reported and recorded in one-quarter (1/4) hour increments.
- Total accumulated compensatory time accrued shall not exceed one hundred sixty (160) hours. Employees who have accumulated one hundred sixty (160) hours of compensatory time shall have overtime paid in cash until their accumulated compensatory hours fall under the one hundred sixty (160) hour limit.
- Association members may elect to buy down any amount of accrued compensatory time by submitting a written request to the Finance Department.

ARTICLE 31– STAND BY COMPENSATION

Association members shall be eligible to receive stand-by compensation as defined in Section 206-1 of the existing City Policies and Procedures Manual, as currently applied to Public Works Department employees.

ARTICLE 32 – SHIFT DIFFERENTIAL

If an Association member is assigned to patrol duty work based on a 5/8 work schedule, shift differential compensation shall be paid according to the following schedule:

- Swing Shift: 2.5% increase over base wage rate
- Graveyard Shift: 5.0% increase over base wage rate

The parties agree that Shift Differential Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4).

ARTICLE 33 – UNIFORM ALLOWANCE

Upon completion of the one-year probationary period as a Police Officer, the City agrees to provide each Association member assigned to the Uniform Bureau on a regular basis a uniform allowance of \$1200 per year. This allowance should be paid annually during the first payroll period with a pay date in December. Should an employee terminate employment prior to the end of the fiscal year, a repayment of the uniform allowance will be required on a pro-rated basis.

Furthermore, every new Police Officer and Police Officer Trainee hired by the City shall receive \$1200 per year for the purchase of uniforms and other official apparel. If the employee leaves the employ of the City during the Academy or during the one-year probationary period, such employees shall reimburse the City the \$1200 uniform allowance on a pro-rata basis (i.e., \$1200 times the fraction of the probationary year that the employee fails to complete). The allowance provided for herein shall constitute the full uniform allowance available to an employee attending the Academy and during the probationary period.

In addition to the above, SRT- and CNT-assigned officers will receive an additional \$500 annually for uniforms unique to this assignment.

The City shall report to the California Public Employees' Retirement System (CalPERS) the uniform allowance for each sworn and civilian classification as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5). Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

ARTICLE 34 – POST / EDUCATIONAL INCENTIVE

Upon the successful completion of the probationary period, the City agrees to provide Association members with educational incentive pay based on the following schedule:

- 45 semester units or: \$46 per month
68 quarterly units
- Associate of Arts / Science Degree or POST Intermediate Certificate 5.0% increase over base wage rate

- Bachelor of Arts / Science Degree or POST Advanced Certificate 7.5% increase over base wage rate

It is further agreed that educational incentive pay awards shall become effective on the first day of the payroll period following the day on which the application for incentive pay is approved by the Personnel Officer. In no event, however, shall an employee be entitled to receive POST / educational incentive pay on a retroactive basis. All aspects of the incentive pay system shall be administered in accordance with provisions of the current City Personnel Policies and Procedures.

The parties agree that to the extent permitted by law, POST Certificate/Educational Incentive is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(2) and 571.1(b)(2) as Peace Officer Standard Training (POST) Certificate Pay/Educational Incentive.

ARTICLE 35 – COURT TIME

Off-duty Association members who are subpoenaed and required to appear in court as a witness on a regularly scheduled day off, or who are placed on standby at their residence, or who are otherwise restricted in making use of non-working hours, shall receive a minimum of four (4) hours compensation at the Association member's overtime rate, provided that such action is the direct result of the individual's employment as a sworn member of the Barstow Police Department. In these instances, the calculation for overtime will begin at the Association member's actual court appearance time, except under the following scenario:

Association members who work a graveyard shift and are subpoenaed and required to appear in court as a witness on the same day following the end of their graveyard shift shall be compensated as follows:

1. For Association members whose court appearance time is 8:30 a.m. or earlier, the Association member shall receive a minimum of four (4) hours of compensation at the overtime rate provided that such action is the direct result of the individual's employment as a sworn member of the Barstow Police Department. In this instance, the calculation for overtime will begin immediately following the end of the Association member's scheduled graveyard shift.
2. For Association members whose court appearance time is after 8:30 a.m., the Association member shall receive a minimum of four (4) hours of compensation at the overtime rate provided that such action is the direct result of the individual's employment as a sworn member of the Barstow Police Department. In this instance, the calculation for overtime will begin at the Association member's actual court appearance time.

ARTICLE 36 – BILINGUAL SERVICES PAY

Association members hired prior to July 1, 2011 are eligible to receive a 5% increase over their base wage rate as bilingual services pay. To qualify for bilingual services pay, Association members must be proficient in the use of Spanish, sign language, or other language approved by the Personnel Officer. Association members shall be deemed proficient in Spanish, sign language, or other language approved by the Personnel Officer through a testing process established by the City.

Association members hired after July 1, 2011 will be eligible to receive \$60 per month as bilingual services pay. To qualify for bilingual services pay, Association members must be proficient in the use of Spanish, sign language, or other language approved by the Personnel Officer. Association members shall be deemed proficient in Spanish, sign language, or other language approved by the Personnel Officer through a testing process established by the City.

The parties agree that the Bilingual Services Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR 571(a)(4) – Bilingual Premium.

ARTICLE 37 – FIELD TRAINING OFFICER

The City and the Association recognize the need for Field Training Officers. To ensure the assignment of high quality officers for field training purposes, the following guidelines shall be used in the assignment of employees to field training duty:

- There will be a minimum of three (3) officers assigned to this duty. A list will be posted and circulated amongst the uniformed officers asking for the names of those officers volunteering for the field training assignment.
- Upon receipt of the list of officers volunteering for field training assignment, the individual officer's personnel file and training file will be reviewed by the staff of the Police Department, at which time the assignment of officers to field training duty will be made by the Chief of Police.
- Following assignment of officers to field training duty, such officers will be sent to a P.O.S.T. certified Field Training Officers course at a time convenient to the Department.
- Employees assigned to Field Training Officer status that are actually engaged in the training of another employee shall receive a 5% increase over their base wage rate while so engaged.

ARTICLE 38 – ACTING WATCH COMMANDER PAY

The Chief of Police or his / her designee(s) may assign a member of the Association to serve as Acting Watch Commander. When assigned to serve in this capacity, that employee shall receive a 5% increase over his / her base wage rate for all time actually worked in the capacity of Acting Watch Commander.

The parties agree that Acting Watch Commander Pay is special compensation and shall be reported as such to CalPERS for “classic members”, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay.

ARTICLE 39 – SPECIAL ASSIGNMENT PAY

Association members shall receive a 5% increase over their base wage rate when assigned to work as a Detective or when assigned to the Crime Impact Team.

Association members shall receive a 5% increase over the base wage rate when assigned as a School Resources Officer or Mall Officer. School Resource Officers shall continue to receive their special assignment throughout the entire calendar year and shall not lose their special assignment during school holidays and breaks.

However, assignments which are less than 90 days in duration, or are otherwise of a temporary nature, shall not result in special assignment pay. For example, if an Association member who is not regularly assigned to a special assignment is temporarily assigned for one day or one week to work a special assignment, that employee does not qualify for special assignment pay.

Special assignment pay is not available to members of the Association who are on injury duty leave in excess of 60 days. Special assignment pay shall not be part of the calculation for paid vacation, holiday, sick, or other paid leave when such vacation or leave is taken after expiration of the special assignment.

The parties agree that Special Assignment Pay it is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4).

ARTICLE 40 – TUITION REIMBURSEMENT

Association members will be eligible for tuition reimbursement of up to \$1,000 per fiscal year. Reimbursable expenses must be approved by the City Manager and will include items such as registration, tuition, textbooks, and parking.

ARTICLE 41 – RECLASSIFICATION

During the term of this Agreement, should any employee represented by the Association be reclassified to a position having a lower salary range, the employee shall continue at their same salary and with the same merit salary increase eligibility date, provided such action does not result in a salary exceeding the maximum step of the salary range in which the new position is classified. Should the employee's current salary exceed the maximum step of the salary range in which the position is classified, the salary of such employee shall be designated as "Y-rated" and shall not be increased through either general increase or merit increase until the maximum step of the salary range in which the position is classified exceeds the employee's actual salary.

ARTICLE 42 – SEVERANCE PROVISION IF SERVICES ARE CONTRACTED OUT

During the term of this Agreement, should any position represented by the Association be eliminated as an economy measure due to the City exercising its management right to contract for services presently performed by a member of the Association (or for other reasons), the incumbent employee, pursuant to a written severance agreement on a form approved by the City Attorney, may agree to voluntarily resign his / her employment with the City and receive one month worth of severance pay for each full year of service with the City. Such severance pay will be capped at a maximum of six months' worth of severance pay and shall constitute the sole compensation and damages for the terminated employee. No severance shall be owed in the absence of a signed severance agreement. Any affected employee shall also receive the cash equivalent of his / her accrued vacation, holiday leave, and compensatory time based upon his / her base wage rate at the date of termination.

ARTICLE 43 –CANINE OFFICER PAY

On regularly scheduled workdays, canine officers will be permitted to arrive at work thirty (30) minutes late or leave work thirty (30) minutes early each day as compensation for off-duty time to maintain the dog. The time period will be determined by the Chief of Police, or his/her designee, based on the needs of the department.

Except as provided herein, canine officers, on regularly scheduled days off, shall be paid for thirty (30) minutes, at one-and-one-half (1 ½) times his/her regular hourly rate of pay, for maintenance of the dog. When a canine handler is off duty (regular days off, vacation, sick, etc.) but is not caring for the canine due to the canine being in boarding (in the care of someone else other than the officer), then the officer will not be compensated for each day the canine is in boarding.

In the event that the canine handler is required to take the dog to a veterinarian for examination or treatment when the officer is off duty, the handler shall obtain supervisor approval prior to going to the veterinarian and shall be compensated for those additional maintenance activities above and beyond the normal care and maintenance of the animal.

SECTION 3 – RETIREMENT

ARTICLE 44 – RETIREMENT BENEFIT

For all Association members, except those deemed “new members” within the meaning of the California Public Employees’ Pension Reform Act of 2013, the following shall apply:

Association members will be enrolled in the City’s retirement program through California Public Employees Retirement System (CalPERS). The City shall provide those employees with the CalPERS 3%@50 retirement plan, along with the following optional benefits:

- One-year final compensation.
- Credit for unused sick leave.
- Fourth Level of 1959 survivor benefit.
- Military service credit as public service.
- Employer paid member contributions converted to pay rate during the final compensation period.
- For all Association members hired by the City prior to July 1, 2010, the employee shall pay a total of eight percent (8%) of the employee portion of the retirement contribution to CalPERS. The City shall continue to pay one percent (1%) of the employee portion of the retirement contribution to CalPERS.
- For all Association members hired by the City between July 1, 2011 and December 31, 2012 and any employees hired after December 31, 2012 who are not deemed “new members” as outlined below, the City shall not assume any of the cost of the employee portion of the retirement contribution to CalPERS. Association members who fall into this category will be responsible for paying the full share of the employee contribution rate. However, in no event shall the contribution cost exceed 9%.

For all employees deemed “new members” within the meaning of the California Public Employees’ Pension Reform Act of 2013 (“PEPRA”), the following shall apply:

- CalPERS 2.7%@57 retirement plan.
- Three-year average compensation.
- Credit for unused sick leave.
- Fourth Level of 1959 survivor benefit.
- Military service credit as public service.
- Furthermore, for all Association members that are deemed “new members” within the meaning of PEPRA, those Association members will be required to pay for at least fifty percent (50%) of the total annual normal contribution cost for the pension benefit. However, in no event shall the contribution cost exceed twelve percent.

ARTICLE 45 – RETIREE MEDICAL BENEFIT

The following describes the retiree medical insurance benefit that will be provided by the City.

I. Retiree Medical Benefits Required by PEMHCA

The City shall offer participation in a medical insurance plan. Furthermore, all retirees vested in CalPERS shall be entitled to the benefits described in the Public Employees’ Medical and Hospital Care Act (PEMHCA) resolution that is in effect. Eligibility for these benefits shall follow the rules prescribed by PEMHCA. The PEMHCA contribution, paid directly to the California Public Employees’ System (CalPERS) by the City, shall be considered part of — not in addition to — any other City benefit (i.e., Cafeteria Plan), contribution or reimbursement offered under this MOU. Furthermore, should the City discontinue providing medical coverage through CalPERS, the PEMHCA required benefits will automatically be discontinued.

I. TIER I RETIREMENT HEALTH INSURANCE PROGRAM

Those Association members who have processed a bona fide retirement from the City on or before November 5, 2012, and who currently receive a City-funded retirement health insurance benefit amount, will continue to be eligible to participate in the City-funded Tier I Retirement Health Insurance Program (“Tier I”). Retirees who are eligible under the Tier I program and elect to not be covered under one of the CalPERS sponsored health insurance programs shall not be eligible for any type of contribution or reimbursement from the City.

Effective January 1, 2014, the tables below demonstrate the maximum contribution amount that the City will contribute (which includes the adopted Public Employee’s Medical and Hospital Care Act (PEMHCA) minimum) toward retiree health insurance premiums for those Association members who qualify for the Tier I Program and who are enrolled in either a CalPERS Basic Plan or CalPERS Supplemental / Managed Medicare Plan.

TIER I RETIREE MEDICAL PROGRAM

PLAN NAME (Includes Basic Plans & Supplement / Managed Medicare Plans)	MAXIMUM MONTHLY CONTRIBUTION PAID BY THE CITY *	MONTHLY PEMHCA MINIMUM CONTRIBUTION PAID DIRECTLY TO CALPERS	MAXIMUM REIMBURSEMENT AMOUNT PAID DIRECTLY TO RETIREE
PERS-Care (PC) PPO 90/10 Plan	\$514.00	To be determined based on the updated CalPERS PEMHCA Minimum Employer Rate as published by CalPERS.	Difference between the <i>Monthly Maximum Contribution Paid by the City</i> less the <i>Monthly PEMHCA Minimum Contribution</i> .
PERS-Choice (PCh) PPO 80/20 Plan	\$499.00	To be determined based on the updated CalPERS PEMHCA Minimum Employer Rate as published by CalPERS.	Difference between the <i>Monthly Maximum Contribution Paid by the City</i> less the <i>Monthly PEMHCA Minimum Contribution</i> .
PERS-Select PPO	\$454.10	To be determined based on the updated CalPERS PEMHCA Minimum Employer Rate as published by CalPERS.	Difference between the <i>Monthly Maximum Contribution Paid by the City</i> less the <i>Monthly PEMHCA Minimum Contribution</i> .
<i>Continued on Next Page</i>			

TIER I RETIREE MEDICAL PROGRAM (CONTINUED)

PLAN NAME (Includes Basic Plans & Supplement / Managed Medicare Plans)	MAXIMUM MONTHLY CONTRIBUTION PAID BY THE CITY *	MONTHLY PEMHCA MINIMUM CONTRIBUTION PAID DIRECTLY TO CALPERS	MAXIMUM REIMBURSEMENT AMOUNT PAID DIRECTLY TO RETIREE
PORAC PPO	\$429.27	To be determined based on the updated CalPERS PEMHCA Minimum Employer Rate as published by CalPERS.	Difference between the <i>Monthly Maximum Contribution Paid by the City</i> less the <i>Monthly PEMHCA Minimum Contribution</i> .
Blue Shield HMO	\$409.00	To be determined based on the updated CalPERS PEMHCA Minimum Employer Rate as published by CalPERS.	Difference between the <i>Monthly Maximum Contribution Paid by the City</i> less the <i>Monthly PEMHCA Minimum Contribution</i> .
Blue Shield Net Value HMO	\$419.52	To be determined based on the updated CalPERS PEMHCA Minimum Employer Rate as published by CalPERS.	Difference between the <i>Monthly Maximum Contribution Paid by the City</i> less the <i>Monthly PEMHCA Minimum Contribution</i> .
Kaiser HMO	\$428.57	To be determined based on the updated CalPERS PEMHCA Minimum Employer Rate as published by CalPERS.	Difference between the <i>Monthly Maximum Contribution Paid by the City</i> less the <i>Monthly PEMHCA Minimum Contribution</i> .
Anthem Select HMO	\$394.96	To be determined based on the updated CalPERS PEMHCA Minimum Employer Rate as published by CalPERS.	Difference between the <i>Monthly Maximum Contribution Paid by the City</i> less the <i>Monthly PEMHCA Minimum Contribution</i> .
Anthem Traditional HMO	\$456.30	To be determined based on the updated CalPERS PEMHCA Minimum Employer Rate as published by CalPERS.	Difference between the <i>Monthly Maximum Contribution Paid by the City</i> less the <i>Monthly PEMHCA Minimum Contribution</i> .
Health Net Smart Care	\$450.45	To be determined based on the updated CalPERS PEMHCA Minimum Employer Rate as published by CalPERS.	Difference between the <i>Monthly Maximum Contribution Paid by the City</i> less the <i>Monthly PEMHCA Minimum Contribution</i> .
Health Net Salud y Mas	\$353.12	To be determined based on the updated CalPERS PEMHCA Minimum Employer Rate as published by CalPERS.	Difference between the <i>Monthly Maximum Contribution Paid by the City</i> less the <i>Monthly PEMHCA Minimum Contribution</i> .
United Health Care	\$404.84	To be determined based on the updated CalPERS PEMHCA Minimum Employer Rate as published by CalPERS.	Difference between the <i>Monthly Maximum Contribution Paid by the City</i> less the <i>Monthly PEMHCA Minimum Contribution</i> .

**The maximum monthly contribution paid by the City shall be based upon the plan each retiree is enrolled in. Should the monthly insurance premium of the selected plan be less than the maximum monthly contribution (as shown in the preceding table), the maximum monthly contribution that will be paid by the City will be the lesser of the two amounts. Furthermore, should future health insurance plans be added to the list of available plans, the maximum monthly City contribution amount towards those plans will be 83% of the monthly premium of the Basic Plan Employee Only coverage calculated in the plan's inaugural year, or the actual premium amount, whichever is the lesser of the two amounts.*

For Tier I eligible Association members, reimbursement amounts will be determined based on the records available from CalPERS to verify retiree enrollment in health insurance and to ascertain the amount the City owes each retiree. Should the City be unable to obtain sufficient information from CalPERS to determine the enrollment and premium amounts, it may require retirees to provide appropriate proof of enrollment and premium payments.

For Tier I eligible Association members, commencing January 1, 2014, any reimbursement paid directly to the retiree will occur on the 1st of each month or the business day prior should the 1st of the month fall on a weekend or holiday. It will be the retiree's responsibility to fund any premium costs in excess of the maximum contribution amount provided by the City:

II. TIER II RETIREMENT HEALTH INSURANCE PROGRAM

Any association member employed by the City on or before December 31, 2012 will be eligible to participate in the City-funded Tier II Retirement Health Insurance Program ("Tier II"), provided that the following provisions are met:

1. Completion of at least 10 years of employment with the City (whether or not the years of employment were in consecutive order).
2. Process a bona fide retirement from the City.
3. Be at least of retirement age for the employee's pension plan.

Effective January 1, 2014, the tables below demonstrates the maximum contribution amount that the City will contribute (which includes the adopted Public Employee's Medical and Hospital Care Act (PEMHCA) minimum) to those Association members who meet the above listed Tier II eligibility requirements.

TIER II RETIREE MEDICAL PROGRAM

ELIGIBILITY STATUS	MAXIMUM MONTHLY CONTRIBUTION PAID BY THE CITY *	MONTHLY PEMHCA MINIMUM CONTRIBUTION PAID DIRECTLY TO CALPERS	MAXIMUM REIMBURSEMENT AMOUNT PAID DIRECTLY TO RETIREE
Prior to eligibility for Supplemental / Managed Medicare Health Insurance	\$600.00	To be determined based on the updated CalPERS PEMHCA Minimum Employer Rate as published by CalPERS.	Difference between the <i>Monthly Maximum Contribution Paid by the City</i> less the <i>Monthly PEMHCA Minimum Contribution</i> .
After eligibility for Supplemental / Managed Medicare Health Insurance	\$550.00	To be determined based on the updated CalPERS PEMHCA Minimum Employer Rate as published by CalPERS.	Difference between the <i>Monthly Maximum Contribution Paid by the City</i> less the <i>Monthly PEMHCA Minimum Contribution</i> .
* Should the monthly premium of the selected insurance program cost less than the maximum monthly contribution (as shown in the preceding table), the maximum monthly contribution paid by the City will be the lesser of the two amounts.			

For Tier II eligible Association members, reimbursement amounts will be based on the records available from CalPERS to verify retiree enrollment in health insurance and to ascertain the amount it owes to each retiree. Should the City be unable to

obtain sufficient information from CalPERS to determine the enrollment and premium amounts, it may require retirees to provide appropriate proof of enrollment and premium payments.

Retirees who are eligible under the Tier II program and elect to not be covered under one of the CalPERS sponsored health insurance programs shall not be eligible for any type of contribution or reimbursement from the City.

For Tier II eligible Association members, commencing January 1, 2014, any reimbursement paid directly to the retiree will occur on the 1st of each month or the business day prior should the 1st of the month fall on a weekend or holiday. It will be the retiree's responsibility to fund any premium costs in excess of the maximum contribution amount provided by the City.

III. TIER III RETIREMENT HEALTH INSURANCE PROGRAM

Any association member employed by the City on or after January 1, 2013 will be eligible to participate in the City-funded Tier III Retirement Health Insurance Program ("Tier III"), provided that the following provisions are met:

1. Completion of at least 10 years of employment with the City (whether or not the years of employment were in consecutive order).
2. Process a bona fide retirement from the City.
3. Be at least of retirement age for the employee's pension plan.

Effective January 1, 2014, the table below demonstrates the maximum contribution amount that the City will contribute (which includes the adopted Public Employee's Medical and Hospital Care Act (PEMHCA) minimum) to those Association members who meet the above listed Tier III eligibility requirements.

TIER III RETIREE MEDICAL PROGRAM

ELIGIBILITY STATUS	MAXIMUM MONTHLY CONTRIBUTION PAID BY THE CITY *	MONTHLY PEMHCA MINIMUM CONTRIBUTION PAID DIRECTLY TO CALPERS	MAXIMUM REIMBURSEMENT AMOUNT PAID DIRECTLY TO RETIREE
Prior to eligibility for Supplemental / Managed Medicare Health Insurance	\$300.00	To be determined based on the updated CalPERS PEMHCA Minimum Employer Rate as published by CalPERS.	Difference between the <i>Monthly Maximum Contribution Paid by the City</i> less the <i>Monthly PEMHCA Minimum Contribution</i> .
After eligibility for Supplemental / Managed Medicare Health Insurance	\$0.00	To be determined based on the updated CalPERS PEMHCA Minimum Employer Rate as published by CalPERS.	\$0.00
* Should the monthly premium of the selected insurance program cost less than the maximum monthly contribution (as shown in the preceding table), the maximum monthly contribution paid by the City will be the lesser of the two amounts.			

For Tier III eligible Association members, reimbursement amounts will be based on the records available from CalPERS to verify retiree enrollment in health insurance and to ascertain the amount it owes to each retiree. Should the City be unable to obtain sufficient information from CalPERS to determine the enrollment and premium amounts, it may require retirees to provide appropriate proof of enrollment and premium payments.

Retirees who are eligible under the Tier III program and elect to not be covered under one of the CalPERS sponsored health insurance programs shall not be eligible for any type of contribution or reimbursement from the City.

For Tier III eligible Association members, commencing January 1, 2014, any reimbursement paid directly to the retiree will occur on the 1st of each month or the business day prior should the 1st of the month fall on a weekend or holiday. It will be the retiree's responsibility to fund any premium costs in excess of the maximum contribution amount provided by the City:

SECTION 4 – TIME-OFF PROVISIONS

ARTICLE 46 – HOLIDAYS

During the term of this agreement, the City will create a Holiday Leave Bank for each Association member. On July 1st of each year, every employee’s Holiday Leave Bank will be credited with 135 hours of holiday leave time. The 135 hours will be provided in recognition of the fifteen (15) paid holidays that the City recognizes annually, with each of those holidays being observed at the rate of nine (9) hours per day. Any time not taken by the employee at the end of each fiscal year will be paid out in cash during the last complete payroll period of June. The fifteen (15) holidays recognized by the City are as follows:

Holiday	Day
New Year’s Day	January 1 st
Martin Luther King Day	3 rd Monday in January
Washington’s Birthday	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran’s Day	As noted in the Government Code
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year’s Eve Day	December 31 st
Floating Holiday	As approved / scheduled
Employee’s Birthday	As approved / scheduled

Association members shall also have the option of cashing out 50% of the unused time in their Holiday Leave Bank during the first payroll period with a pay date in December. Any unused / undistributed holiday hours remaining as of June 30th of each year shall be distributed to the employee in cash on the first payroll period with a pay date in July.

ARTICLE 47 – VACATION

During the term of this Agreement, Association members shall accrue vacation leave according to the following schedule:

Years of Service	Hours Accrued Per Pay Period	Number of Pay Periods	Hours Accrued Per Year
1 through 4	4.70	26	122.2
5 through 9	5.30	26	137.8
10 through 14	6.20	26	161.2
15 through 19	6.80	26	176.8
20+	8.00	26	208

The maximum number of vacation hours that can be accumulated and maintained in any individual employee's vacation account shall be two (2) years' worth of accrual.

Once an employee has accrued two (2) years' worth of vacation hours in their account, that employee will be allowed to accrue a third (3rd) years' worth of vacation hours for use during the fiscal year. Any unused vacation hours accrued during the third (3rd) year as of June 30th shall be distributed to the employee in cash during the last complete payroll period of the fiscal year.

For members of the Association, each individual employee shall also have the option of cashing out up to 50% of earned and accumulated vacation hours during the first payroll period with a pay date in January. In addition, each individual employee shall have the option of cashing out up to 50% of earned and accumulated vacation hours during the last complete payroll period of the fiscal year.

ARTICLE 48 – SICK LEAVE

Association members shall accrue sick leave at the rate of 4.0 hours per pay period. There shall be no accrual limit for sick leave.

Upon bona fide retirement from the City through CalPERS, employees may receive payment of accrued sick leave, up to a maximum of 600 hours. Payment shall be made at employee's rate of pay at the time of retirement. In addition, the City will offer employees the option of converting up to one year's worth of unused sick leave (2,080 hours) for credit as service time for retirement purposes based on the program details as defined by CalPERS.

Outside of the provisions listed above, the City shall not provide any other type of annual payout for accrued sick leave. In addition, outside of the provisions listed above, the City shall not provide any other form of compensation for accrued sick leave to an employee who is separating employment with the City.

ARTICLE 49 – BEREAVEMENT LEAVE

In the event of the death of a member of an employee's immediate family (defined as a spouse, parent, stepparent, sibling, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, domestic partner, or anyone who can be certified as having raised the employee as a child), Association members will be entitled to five (5) paid days for bereavement leave.

Employees may also take time off for bereavement situations for non-immediate family members by utilizing accrued sick leave or vacation leave for such circumstance with the approval of the employee's immediate supervisor.

ARTICLE 50 – JURY LEAVE

An employee required to serve on a jury shall be entitled to regular compensation provided the employee deposits fees for jury service, excluding mileage reimbursement, with the Finance Department.

An employee serving more than five (5) hours of jury service in one day shall not be required to report for a regularly scheduled swing or graveyard shift assignment on the same day, provided the employee notifies the immediate supervisor of the absence and the reason for that absence. In such cases, the employee shall be deemed to have completed the employee's regularly scheduled shift

assignment. Employees are required to deliver to the City's payroll department a "Jury Duty Certification" form at the conclusion of jury service, verifying the employee's jury service.

ARTICLE 51 – MILITARY LEAVE

Military Leave will be granted in accordance with the requirements of applicable state and federal law.

SECTION 5 – INSURANCE

ARTICLE 52 – CAFETERIA PLAN

Those Association members who elect to receive medical coverage through the City will receive \$1,000 per month which may be used to enroll in any of the offered medical, dental, and vision plans. Any unused remainder may be taken as cash, put in the employee's deferred compensation account, or be used towards any additional City sponsored insurance programs.

Those Association members who can provide proof of medical insurance coverage through an alternative source shall be eligible to receive \$750 per month which can be taken as cash, put in the employee's deferred compensation account, or be used towards any additional City sponsored insurance programs.

ARTICLE 53 – MEDICAL INSURANCE

The City shall offer participation in a medical insurance plan.

ARTICLE 54 – DENTAL INSURANCE

The City shall offer participation in a dental insurance plan.

ARTICLE 55 – VISION INSURANCE

The City shall offer participation in a vision insurance plan.

ARTICLE 56 – LIFE INSURANCE

The City shall provide each Association member with a life insurance policy of \$100,000.

ARTICLE 57 – STATE DISABILITY INSURANCE

During the term of this Agreement, the City shall assume the actual cost of State Disability Insurance (SDI) monthly premiums for Association members.

ARTICLE 58 – LONG TERM DISABILITY

The City shall provide a long term disability program for Association members which include the following minimum benefit levels:

- 60% of base pay
- Maximum benefit up to \$6,000 per month

ARTICLE 59 – MEDICARE PARTICIPATION

During the term of this Agreement, should Federal Law require participation in Medicare or any similar program, the City agrees to assume the actual cost of such program(s) for Association members only.

BARSTOW POLICE OFFICERS'
ASSOCIATION

BY: 

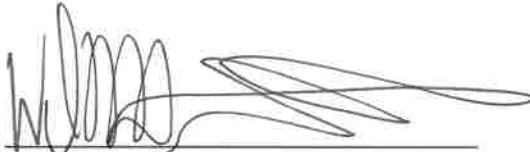
MATTEW HELMS
PRESIDENT

DATE: 10-20-22

BY: _____
VICE PRESIDENT

DATE: _____

CITY OF BARSTOW

BY: 

WILLIE A. HOPKINS, JR.
CITY MANAGER

DATE: 20OCT22