



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF BARSTOW

AND

THE BARSTOW POLICE DEPARTMENT MANAGEMENT ASSOCIATION

UNIT 8

JULY 1, 2022 – JUNE 30, 2025

**BARSTOW POLICE DEPARTMENT MANAGEMENT ASSOCIATION
UNIT 8**

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 Department Management Association (Association), pursuant to the Meyers-Miliias-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 Captain
- Police Lieutenant
- Police Sergeant

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 – 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 6 – 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 7 – 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 alternate 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 8 – 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.

ARTICLE 9 – 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 either 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 10 – 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 matter subject to the meet and confer process.

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 11 – 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 12 – 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 who are present at a meeting convened for the specific purpose of ratifying this Agreement.

ARTICLE 13 – 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 14 – GENERAL WAGES

Effective the first full pay period as specified herein 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 15 – 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 16 – OVERTIME

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

Police Lieutenants and Police Captains are considered exempt employees for purposes of the 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 17 – COMPENSATORY TIME

Police Sergeants, but not other members of Association, 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 18 – STAND BY COMPENSATION

Association members classified as Police Sergeants and Police Lieutenants shall be eligible to receive stand-by compensation as defined in Section 206-1 of the existing City Policies and Procedures Manual.

ARTICLE 19 – NON-PATROL ASSIGNMENT

Police Sergeants assigned to a non-patrol duty assignment shall receive a 5.0% increase over their base wage rate. The increase shall not apply to any time worked by a Police Sergeant assigned to a patrol duty assignment.

ARTICLE 20 – SHIFT DIFFERENTIAL

If a Police Sergeant is assigned to patrol duty work based on a 5/8 work schedule, shift differential compensation shall be paid to the Police Sergeant. Only Police Sergeants assigned to patrol duty work shall receive shift differential pay. Shift differential compensation shall not be available to Detectives, Crime Impact Team Members, School Recourse Officers, or Mall Officers.

Shift differential compensation shall be paid based on the following schedule:

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

ARTICLE 21 – UNIFORM ALLOWANCE

- I. All Association members shall receive a uniform allowance in the amount of \$100.00 per month.
- II. In addition to the above, Association members assigned to SRT and CNT will receive an additional \$41.67 per month (\$500.00 annually) for uniforms unique to this assignment.

ARTICLE 22 – POST / EDUCATIONAL INCENTIVE

The City agrees to provide Association members with educational incentive pay based on the following schedule:

- 45 semester units or: 2.5% increase over base wage rate
68 quarterly units
- Associate of Arts / Science Degree or 5.0% increase over base wage rate
POST Intermediate Certificate
- Bachelor of Arts / Science Degree or 7.5% increase over base wage rate
POST Advanced Certificate

In addition to the above referenced educational incentive pay, the City will also compensate Association members who earn either a POST Regular Supervisory Certificate or POST Specialized Supervisory Certificate with an additional 2.5% increase over his / her base wage rate. To qualify for this additional educational incentive pay, Association members must meet the following eligibility requirements:

- Meet POST eligibility requirement for either the POST Regular Supervisory Certificate or POST Specialized Supervisory Certificate.
- Serve as a Police Sergeant with the Barstow Police Department for two years after completing probation.

Furthermore, in addition to the above referenced educational incentive pay, the City will also compensate Police Lieutenants and Police Captains who earn a POST Regular Management Certificate or a POST Specialized Management Certificate with an additional 2.5% increase over his / her base wage rate. To qualify for this additional educational incentive pay, Police Lieutenants and Police Captains must meet the following eligibility requirements:

- Meet POST eligibility requirement for either the POST Regular Management Certificate or the POST Specialized Management Certificate.
- Serve as a Police Lieutenant with the Barstow Police Department for two years after completing probation.

ARTICLE 23 – COURT TIME

Off-duty Police Sergeants, but not other members of the Association, 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 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:

Police Sergeants, but not other members of the Association, 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 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 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 24 – 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.

ARTICLE 25 – DEFERRED COMPENSATION PLAN

The City will set-up a deferred compensation account for all Association members and contribute one percent (1%) of each employee's base wage rate into that deferred compensation account.

ARTICLE 26 – 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 27 – 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 28 – SEVERANCE PROVISION IF SERVICES ARE CONTRACTED OUT

During the term of this Agreement, should the position of a Police Lieutenant or Police Sergeant 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, special leave, and compensatory time based upon his / her base wage rate at the date of termination.

ARTICLE 29 – PARITY CLAUSE

If any other City-recognized bargaining group receives an across-the-board compensation increase (meaning an increase that is equally applicable to all bargaining unit members) greater than that contracted for by the Association during the term of this MOU, all members represented by the Association shall be provided with that same across-the-board compensation increase which was provided to the other represented bargaining group.

SECTION 3 – RETIREMENT

ARTICLE 30 – RETIREMENT BENEFIT

All Association members hired by the City on or before December 31, 2012 will be enrolled in the City's retirement program through California Public Employees Retirement System (CalPERS). For those Association members hired on or before December 31, 2012, 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 assume the following cost of the employee portion of the retirement contribution to CalPERS on the following schedule:
 - 8% of the employee portion of the retirement contribution to CalPERS beginning with the first full pay period in July 2017
- City shall assume the remaining cost of the employee portion of the retirement contribution to CalPERS, as follows:
 - 1% of the employee portion of the retirement contribution to CalPERS beginning with the first full pay period in July 2017
- For all Association members hired by the City on or after July 1, 2011, 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 Association members hired by the City after December 31, 2012, the following retirement benefit will be provided:

- 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 hired by the City after December 31, 2012, 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 31 – 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> .
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> .
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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
Health Net Salud y Más	\$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> .
<p><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.</i></p>			

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> .
* <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.</i>			

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
* <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.</i>			

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 32 – 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 January. 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 33 – 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) year's 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 34 – 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.

Between July 1, 2011 and June 30, 2012, Association members classified as Police Lieutenant shall have a one-time option of cashing out up to \$7,500 of accrued sick leave above 160 hours.

In addition, for those employees who became a member of the Association prior to July 1, 2003, ten percent (10%) of accrued sick leave shall be vested for each full year of service. Upon completion of ten (10) full years of service, eligible employees shall own 100% of their sick leave. Upon the termination and / or retirement of any such Association member, the City shall pay the member an amount equivalent to the vested accrued sick leave at their final rate of pay.

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 35 – SPECIAL LEAVE

Effective July 1 of each year, all Association members shall be granted ten (10) special leave days with pay, or the cash equivalent thereof, which may be used at any time during the fiscal year. The ten (10) special leave days will be calculated at the rate of nine (9) hours per day. On the last complete payroll period of each fiscal year, members shall be paid in cash for special leave days granted but not taken during the fiscal year. In no instance shall special leave days not taken in one fiscal year be carried over to the next fiscal year.

During the term of this Agreement, if any Association member eligible for special leave days terminates employment, said member shall be entitled to receive a pro-rated payment for said leave days based on the number of months of the year for which the member has been employed less any leave days taken.

If any member eligible for special leave days terminates employment after taking such leave days (or the cash equivalent thereof in the amount equal to the number of days taken) said member shall have deducted from their termination check an amount equal to the number of leave days taken. This reimbursement is to be pro-rated based on the number of months of the year for which said member was employed less the special leave days earned.

ARTICLE 36 – 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, child of a 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, per bereavement occurrence.

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 37 – JURY LEAVE

An employee required to serve on a jury shall be entitled to regular compensation provided the employee deposits fees for jury service 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 38 – MILITARY LEAVE

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

SECTION 5 – INSURANCE

ARTICLE 39 – 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 40 – MEDICAL INSURANCE

The City shall offer participation in a medical insurance plan. Furthermore, all Association members 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 Employee's 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.

ARTICLE 41 – DENTAL INSURANCE

The City shall offer participation in a dental insurance plan.

ARTICLE 42 – VISION INSURANCE

The City shall offer participation in a vision insurance plan.

ARTICLE 43 – LIFE INSURANCE

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

ARTICLE 44 – 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 45 – 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 46 – 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 DEPARTMENT
MANAGEMENT ASSOCIATION**


BY: 
CHRISTOPHER L. KIRBY
PRESIDENT

DATE: 10/19/2022

BY: _____
ASSOCIATION REPRESENTATIVE

DATE: _____

CITY OF BARSTOW

BY: 
WILLIE A. HOPKINS, JR.
CITY MANAGER

DATE: 10/19/22