



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BARSTOW FIRE PROTECTION

DISTRICT AND

THE BARSTOW PROFESSIONAL FIREFIGHTERS'  
ASSOCIATION (BPFA)

July 1, 2022-JUNE 30, 2025

**BARSTOW PROFESSIONAL FIREFIGHTERS'  
ASSOCIATION BPFA**

**MEMORANDUM OF UNDERSTANDING**

---

TABLE OF CONTENTS

SECTION 1 – GENERAL PROVISIONS	
ARTICLE 1 – PREAMBLE	4
ARTICLE 2 – RECOGNITION AND SCOPE OF REPRESENTATION	4
ARTICLE 3 – MANAGEMENT RIGHTS	4
ARTICLE 4 – ADMINISTRATIVE AUTHORITY	5
ARTICLE 5 – RULES OF GOVERNING	5
ARTICLE 6 – CONDITION OF EMPLOYMENT	5
ARTICLE 7 – HOURS OF WORK	5
ARTICLE 8 – PAYROLL DEDUCTIONS	6
ARTICLE 9 – ASSOCIATION ACTIVITIES	6
ARTICLE 10 – ASSOCIATION ACCESS	6
ARTICLE 11 – EMPLOYEE WELLNESS	7
ARTICLE 12 – BULLETIN BOARDS	7
ARTICLE 13 – MODIFIED DUTY	7
ARTICLE 14 – SHIFT EXCHANGE	7
ARTICLE 15 – EMERGENCY MEDICAL TECHNICIAN (EMT) CERTIFICATION	7
ARTICLE 16 – FIREFIGHTER ENDORSEMENT FOR DRIVERS LICENSE	7
ARTICLE 17 – FIREFIGHTERS PROCEDURAL BILL OF RIGHTS	7
ARTICLE 18 – GRIEVANCE PROCEDURES	7
ARTICLE 19 – DISCIPLINARY APPEALS	12
ARTICLE 20 – REMOVAL OF WRITTEN REPRIMAND FROM PERSONNEL FILE	12
ARTICLE 21 – FULL AGREEMENT	12
ARTICLE 22 – SEVERABILITY	12
ARTICLE 23 – AGREEMENT EFFECTIVE UPON APPROVAL BY BOTH PARTIES	13
ARTICLE 24 - TERM OF AGREEMENT	13
SECTION 2 – SALARIES AND OTHER PAY	
ARTICLE 25 – WAGES	13
ARTICLE 26 – PERFORMANCE BONUS	13
ARTICLE 27 – OVERTIME	13
ARTICLE 28 – COMPENSATORY TIME	

ARTICLE 29 – SKILLS PAY	15
ARTICLE 30 – CALL BACK PAY	15
ARTICLE 31 – LONGEVITY PAY	15
ARTICLE 32 – UNIFORM ALLOWANCE	15
ARTICLE 33 – EDUCATIONAL INCENTIVE	15
ARTICLE 34 – BILINGUAL PAY	16
ARTICLE 35 – OUT OF CLASSIFICATION PAY	16
ARTICLE 36 – TUITION REIMBURSEMENT	16
ARTICLE 37 – MILEAGE REIMBURSEMENT	17
ARTICLE 38 – RECLASSIFICATION	17
ARTICLE 39 – SEVERANCE PROVISION IF SERVICES ARE CONTRACTED OUT	17
SECTION 3: RETIREMENT	
ARTICLE 40 – RETIREMENT BENEFIT	17
ARTICLE 41 – RETIREE MEDICAL BENEFIT	19
SECTION 4: TIME OFF PROVISIONS	
ARTICLE 42 – HOLIDAYS	21
ARTICLE 43 – VACATION	21
ARTICLE 44 – SICK LEAVE	22
ARTICLE 45 – BEREAVEMENT LEAVE	23
ARTICLE 46 – JURY LEAVE	23
ARTICLE 47 – MILITARY LEAVE	23
SECTION 5 – INSURANCE	
ARTICLE 48 – CAFETERIA PLAN	23
ARTICLE 49 – MEDICAL INSURANCE	23
ARTICLE 50 – DENTAL INSURANCE	24
ARTICLE 51 – VISION INSURANCE	24
ARTICLE 52 – LIFE INSURANCE	24
ARTICLE 53 – STATE DISABILITY INSURANCE	24
ARTICLE 54 – LONG TERM DISABILITY	24
ARTICLE 55 – CLASS AND COMPENSATION STUDY	24

## **SECTION 1 - GENERAL PROVISIONS**

### **ARTICLE 1 - PREAMBLE**

This Memorandum of Understanding (Agreement) is made and entered into by and between the Barstow Fire Protection District (District) and the Barstow Professional Firefighters Association (Association), pursuant to the Meyers-Milias-Brown Act of the State of California, the Barstow Municipal Code, the Barstow Fire Protection District Administrative Policy Manual, and the Personnel Policies and Procedures of the Barstow Fire Protection District.

It is the intent and purpose of this Agreement to set forth the understanding reached between the Association and the District 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 District. 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**

The District recognizes that the following positions shall be represented by the Association:

- Fire Captain
- Fire Engineer
- Firefighter/ Paramedic

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**

The Association recognizes the District 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 District Administrator 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 District's grievance procedure.

The exclusive rights of the District shall include, but are not limited to: determine the organization of District 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 District'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 District rights, and the right of the District 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. Notwithstanding and subject to the management rights set forth above, the Association retains all other rights under the Meyers-Milias-Brown Act.

#### **ARTICLE 4 - ADMINISTRATIVE AUTHORITY**

The Fire Board shall deal with the administrative services of the District only through the District Administrator, except for the purpose of inquiry. Neither the Fire Board, nor any members thereof, shall be allowed to give orders to any subordinates of the District Administrator.

#### **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 District 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, the Barstow Fire Protection District Administrative Policy Manual, and the Personnel Rules and Regulations of the District.

#### **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 District and the Barstow Fire Protection District Administrative Policy Manual unless otherwise agreed to by the Association.

#### **ARTICLE 7 - HOURS OF WORK**

The average regular work week for full-time Employees shall be fifty-six (56) hours. For employees with an average work week of fifty-six (56) hours, the monthly rate shall be the hourly rate times 2,912 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 District 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 - PAYROLL DEDUCTIONS**

The Association shall provide written notice to the City's Human Resources Department of the names of those employees who have submitted a written authorization for the deduction of dues, initiation fees, and premiums for approved insurance programs to the Association. After receipt of such notification from the Association, the City agrees to make those deductions from the paychecks of those identified employees.

The Association certifies that it has and will maintain individual employee authorizations. The Association shall not be required to submit to the City a copy of employee's written authorization unless a dispute arises about the existence or terms of the written authorization.

Employee requests to cancel or change authorizations for payroll deductions shall be directed to the Association. The Association shall be wholly responsible for processing these employee requests and notifying the City of any membership or deduction changes.

The Association agrees to indemnify and hold the City harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

#### **ARTICLE 9 - ASSOCIATION ACTIVITIES**

The District shall provide Association representatives with a reasonable amount of time to address Association business without loss of pay or benefits.

In addition, the District shall grant release time for Employees to conduct up to four formal Association meetings per year. The District will also allow the Association use of District facilities and equipment for said Association meetings.

#### **ARTICLE 10 - ASSOCIATION ACCESS**

The District shall grant Association representatives reasonable access to discuss any grievance or problems arising under terms of this Agreement. In addition, Association representatives shall be permitted to conduct a reasonable amount of Association business during working hours without loss of pay or benefits, and may also use District facilities and equipment for Association activities if needed with the approval of the District Administrator. The Association shall be allowed to utilize email to notify

members of dates and times of Association meetings, ratifications, and elections.

**ARTICLE 11 - EMPLOYEE WELLNESS**

The Fire Department's Employee Wellness Program is hereby made part of this Agreement and is incorporated herein by reference.

**ARTICLE 12 - BULLETIN BOARDS**

The Association is authorized to furnish a reasonable number of bulletin boards on District property, the location of which shall be mutually determined. Posted notices shall not be obscene; defamatory; discriminatory; of a political nature; pertain to public issues that do not involve the District or its relations with Employees; or otherwise violate District policy. The Association agrees to limit its posting of notices and bulletins to such areas.

**ARTICLE 13 - MODIFIED DUTY**

In the event that an employee is certified as disabled and released for modified duty by a medical examiner, the District may in accordance with applicable state and federal law assigned the identified Association member to modified duty. While on modified duty, the employee will be assigned to a forty (40) hour work week.

**ARTICLE 14 - SHIFT EXCHANGE**

Employees shall have the right to exchange assigned shift with prior approval of the employee's supervisor.

**ARTICLE 15 - EMERGENCY MEDICAL TECHNICIAN (EMT) CERTIFICATION**

Employees who are required to augment paramedic responsibilities by obtaining and maintaining their EMT certification shall have all costs directly related to EMT certification and EMT recertification paid for by the District.

**ARTICLE 16 - FIREFIGHTER ENDORSEMENT FOR DRIVER LICENSE**

As a condition of employment, all Employees are required to obtain and maintain a current and valid Firefighter Endorsement for their driver license. All costs directly related to obtaining and maintaining the said license shall be paid for by the District.

**ARTICLE 17 - FIREFIGHTERS PROCEDURAL BILL OF RIGHTS**

The District shall comply with the Firefighters Procedural Bill of Rights as set forth in California Government Code Section 3200.

**ARTICLE 18 - GRIEVANCE PROCEDURES**

The following guidelines govern the District'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 District's Personnel Rules and Regulations, or written District policy, unless another specific method of review is provided (e.g., discipline or discrimination).

## 2. Procedure.

### a. Informal Grievance Procedure

The grievant and the District'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 District's Personnel Rules, or District 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 their 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 their 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 their 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 (District 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 District, advisory arbitration may be waived. In such case, the grievance shall be reviewed by District 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 District'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 District 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 District Administrator).
- g. The arbitrator's fees and expenses shall be paid by the District. All other costs shall be borne by the party incurring such expenses.

iv. Fourth Level - District Administrator.

If the grievance is submitted to the District Administrator for review and settlement, the Personnel Officer, in non-arbitral cases, may elect the methods they consider 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 District Administrator may amend, modify, or revoke the recommendation of the arbitrator. This includes, but is not limited to, the District Administrator's right to reduce or increase the degree and type of discipline imposed. In all cases, the decision of the District Administrator shall be final and binding.

c. General Provisions

- i. The grievant is entitled to representation of their 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 District 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 District 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 Fire Board for ratification before that decision can become final and binding.
- viii. Failure on the part of an employee or their 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 19 - DISCIPLINARY APPEALS**

Appeals of punitive action pursuant to Government Code § 3254.5 (the Firefighters Procedural Bill of Rights Act) shall be conducted in accordance with Chapter 5 (commencing with Government Code Section 11500) of Part 1 of Division 3 of Title 2.

**ARTICLE 20 - REMOVAL OF WRITTEN REPRIMAND FROM PERSONNEL FILE**

After 60 months from the date of issuance, an employee may request that a written reprimand be removed from the employee's official personnel file. The request for removal shall be submitted in writing to the Fire Chief for consideration and shall include the basis for the request. The Fire Chief shall make a recommendation to the City Manager regarding the request for removal. The decision of the City Manager is entirely discretionary and shall be final without right to appeal or challenge through the grievance procedure. A removal of a written reprimand pursuant to this provision shall not require that any other references to that written reprimand be redacted or detached from any other material in the personnel file, including performance evaluations and other disciplinary documentation.

**ARTICLE 21 - FULL AGREEMENT**

The District 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 District 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 District and Association jointly agree to reopen for discussion.
- 

**ARTICLE 22 - SEVERABILITY**

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 23 - AGREEMENT EFFECTIVE UPON APPROVAL BY BOTH**

**PARTIES**

This Agreement shall be effective once approved by the Fire Board 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 24 - 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 25 - WAGES**

The Salary Range for those classifications covered by this agreement is set forth in Exhibit A and incorporated herein. Furthermore, the Salary Schedule for the classifications represented by the Association is set forth in Exhibit B and incorporated herein.

Effective the first full pay period that includes July 1, 2022, all classifications in the bargaining unit shall receive a 8.0% (eight percent) salary increase.

Effective the first full pay period that includes July 1, 2023, all classifications in the bargaining unit shall receive a 6.0% (six percent) salary increase.

Effective the first full pay period that includes July 1, 2024, all classifications in the bargaining unit shall receive a 2.0% (two percent) salary increase.

**ARTICLE 26 - PERFORMANCE BONUS**

Employees 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. Employees 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 27 - OVERTIME**

Employees 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 District 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 their normal work period, regular work week, work day, or shift, unless otherwise established in a manner consistent with law. For the purposes of this Agreement, overtime shall consist of all hours worked in excess of eight (8) twenty-four (24) hour shifts (or one hundred eighty-two (182) hours) in any twenty-four (24) day cycle.

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 their 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 28 - COMPENSATORY TIME**

Employees 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 and sixty (160) hours. Employees who have accumulated one hundred and sixty (160) hours of compensatory time shall have overtime paid in cash until their accumulated compensatory hours fall under the one hundred (160) hour limit.
- Employees may elect to buy down any amount of accrued compensatory time by submitting a written request to the Finance Department.
- Overtime may not be banked as compensatory time in the same pay period that compensatory time leave is used.

#### **ARTICLE 29 - SKILL PAY**

Employees who possess a Paramedic, Emergency Medical Technician (EMT),

Hazardous Materials Technician (HMT), or Rescue Technician (Urban Search and Rescue - USAR) certification shall be eligible to receive skill pay in the amounts designated below. Those employees who possess more than one certification shall be compensated for each certification that is obtained.

- Paramedic Certification: \$575 per month
- EMT Certification: \$275 per month
- HMT Certification: \$125 per month
- USAR Certification: \$100 per month

**ARTICLE 30 - CALL BACK PAY**

If a member of the Association is called back to work while being off-duty, such call back assignment shall be from a rotating list in order to equally distribute call back work opportunities. Any Association member who is called back to work shall be guaranteed a minimum of two (2) hours of compensation at the straight-time rate, which shall be calculated beginning with their arrival at the fire station or scene of the emergency.

**ARTICLE 31 - LONGEVITY PAY ELIMINATION**

Effective beginning with the May 27, 2013 pay period, longevity pay will no longer be provided for any Association member.

**ARTICLE 32 - UNIFORM ALLOWANCE**

All Employees shall receive a uniform allowance in the amount of \$900 per year. Uniform allowance pay shall not be considered or reported to SBCERA as pensionable compensation for retirement purposes. This allowance shall be paid annually according to the following schedule:

- First payroll period with a pay date in July: \$450
- First payroll period with a pay date in December: \$450

**ARTICLE 33 - EDUCATIONAL INCENTIVE**

The District agrees to provide Employees with educational incentive pay based on the following schedule:

- Associate of Arts / Science Degree: \$1,000 per year
- Bachelor of Arts / Science Degree: \$1,500 per year

The educational incentive pay will be disbursed during the first pay period in December of each year. Educational incentive pay shall not be considered or reported to SBCERA as pensionable compensation for retirement purposes.

**ARTICLE 34 - BILINGUAL SERVICES PAY**

Employees will be eligible to receive sixty dollars (\$60) per month as bilingual services

pay. To qualify for bilingual services pay, Employees must be proficient in the use of Spanish, sign language, or other language approved by the Personnel Officer. Employees shall be deemed proficient in Spanish, sign language, or other language approved by the Personnel Officer through a testing process established by the District. Bilingual services pay shall not be considered or reported to SBCERA as pensionable compensation for retirement purposes.

### **ARTICLE 35 - OUT OF CLASSIFICATION PAY**

In the event that a member of the Association is assigned to perform duties of a higher job classification, that employee shall receive out of classification pay for all hours worked in the alternate classification based on the following schedule:

- Firefighter as Engineer: 5% increase over base wage rate
- Firefighter or Engineer as Captain: 5% increase over base wage rate
- Captain as Duty Officer: 5% increase over base wage rate

In order to qualify for out of classification pay, Employees must meet one of the following criteria:

- Be on an active promotional list for the higher job classification to be worked, or
- Meet all of the eligibility requirements for taking the promotional exam(s) for the higher job classification, or
- Have a letter of competence to work in the higher job classification(s) signed by the Fire Chief.

Employees who work an out of classification assignments shall be selected from a qualified eligibility list. Employees shall rotate to the bottom of the list after serving in an out of classification assignment in order for such work opportunities to be distributed equally amongst the staff. A separate list of qualified Firefighters for Engineers; Firefighters for Captains; Engineers for Captains; and Captains for Duty Officers shall be maintained for each shift.

### **ARTICLE 36 - TUITION REIMBURSEMENT**

Employees will be eligible for tuition reimbursement of up to \$1,000 per fiscal year. Reimbursable expenses must be approved by the District Manager and will include items such as registration, tuition, textbooks, and parking. Tuition reimbursement shall not be considered or reported to SBCERA as pensionable compensation for retirement purposes.

### **ARTICLE 37 - MILEAGE REIMBURSEMENT**

Employees who utilize their private vehicles for authorized District business (with the



exception of call back assignments) shall be reimbursed based on the "Mileage and Meals Reimbursement Policy" as established by the San Bernardino County Board of Supervisors. Mileage reimbursement shall not be considered or reported to SBCERA as pensionable compensation for retirement purposes.

### **ARTICLE 38 - 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 39 - 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 District 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 District Attorney, may agree to voluntarily resign their employment with the District and receive one month worth of severance pay for each full year of service with the District. 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 their base wage rate at the date of termination.

## **SECTION 3 - RETIREMENT**

### **ARTICLE 40 - RETIREMENT BENEFIT**

Both the District and the Association agree to continue exploring the possibility of transitioning the retirement system provider for all Barstow Fire Protection District employees to the California Public Employees' Retirement System (CalPERS).

All Employees will be enrolled in the District's retirement program provided through the San Bernardino County Employees' Retirement System (SBCERA), based on the following provisions listed below.

All full-time sworn Barstow Fire Protection District employees who are considered by SBCERA 10 be Tier I employees will be provided with the following retirement benefit:

- 3%@50 retirement plan.
- Employees classified as Tier I employees shall pay the entire SBCERA employee cost for the retirement program.
- Effective July 17, 2019, the District's SBCERA employer costs for Tier I employees shall be capped at no more than forty-six percent (46%) of payroll. Each employee shall pay any portion of the employer costs that exceed forty-six percent (46%).
- Effective the first full pay period in July 2020, the District's SBCERA employer costs for Tier I employees shall be capped at no more than forty-eight percent (48%) of payroll. Each employee shall pay for any portion of the employer costs that exceed forty-eight percent (48%).
- Effective the first full pay period in July 2021, the District's SBCERA employer cost for Tier I employees shall be capped at no more than fifty-two percent (52%) of payroll. Each employee shall pay for any portion of the employer costs that exceed fifty-two percent (52%).

All full-time sworn Barstow Fire Protection District employees who are considered by SBCERA to be Tier II employees will be provided with the following retirement benefit:

- 2.7%@57 retirement plan.
- Employees classified as Tier II employees shall pay the entire SBCERA employee cost for the retirement program.
- Effective July 17, 2019, the District's SBCERA employer costs for Tier II employees shall be capped at no more than forty-six percent (46%) of payroll. Each employee shall pay any portion of the employer costs that exceed forty-six percent (46%).
- Effective the first full pay period in July 2020, the District's SBCERA employer costs for Tier II employees shall be capped at no more than forty-eight percent (48%) of payroll. Each employee shall pay for any portion of the employer costs that exceed forty-eight percent (48%).
- Effective the first full pay period in July 2021, the District's SBCERA employer cost for Tier II employees shall be capped at no more than fifty-two percent (52%) of payroll. Each employee shall pay for any portion of the employer costs that exceed fifty-two percent (52%).

#### **ARTICLE 41 - RETIREE MEDICAL BENEFIT**

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

District.

**I. Retiree Medical Benefits Required by PEMHCA**

So long as the District continues to offer medical coverage through the CalPERS healthcare program, all current (as of October 1, 2012) and future Employees who retire from the District shall be entitled to the benefits described in the Public Employees' Medical and Hospital Care Act (PEMHCA) resolution(s) that are in effect. Eligibility for these benefits shall follow the rules prescribed by PEMHCA. Should the retiree qualify for any other District-paid retiree medical benefits, the PEMHCA required benefits are to be considered part of - not in addition to - those other District benefits. Furthermore, should the District discontinue providing medical coverage through CalPERS, the PEMHCA required benefits will automatically be discontinued.

**II. Tier I Retirement Health Insurance Program**

Those Employees who have processed a bona fide retirement from the District on or before October 1, 2012, and who currently receive a District-funded retirement health insurance benefit amount, will continue to be eligible to participate in the District-funded Tier I Retirement Health Insurance Program (Tier I). The listing below demonstrates the maximum amount that the District will contribute toward health insurance premiums for those Employees who qualify for the Tier I program, based on the health care plan selected by the employee. It will be the annuitant's responsibility to fund any premium costs in excess of the amount provided by the District.

• <i>PERS-Care (PC) PPO 9/10 Plan</i>	<i>\$514.00</i>
• <i>PERS-Choice (PCh) PPO 80/20 Plan</i>	<i>\$499.00</i>
• <i>PERS-Select PPO</i>	<i>\$454.10</i>
• <i>PORACPPO</i>	<i>\$429.27</i>
• <i>Blue Shield HMO</i>	<i>\$409.00</i>
• <i>Blue Shield Net Value HMO</i>	<i>\$419.52</i>
• <i>Kaiser HMO</i>	<i>\$428.57</i>

**III. Tier II Retirement Health Insurance Program**

With the exception of any benefits required by PEMHCA, any Association member employed by the District on or before December 31, 2012 will be eligible to participate in the District-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 District (whether or not the years of employment were in consecutive order).
2. Process a bona fide retirement from the District.

3. Be at least of retirement age for the employee's pension plan.

Employees who were employed by the District on or before December 31, 2012 and who meet the above listed Tier II eligibility requirements will be entitled to receive the following District funded contribution amounts towards health insurance premiums in retirement. It will be the annuitant's responsibility to fund any premium costs in excess of the amount provided by the District.

- *Prior to eligibility for Supplemental I Managed Medicare Health Insurance*
  - o *\$600/month*
- *After eligibility for Supplemental I Managed Medicare Health Insurance*
  - o *\$550/month*

#### **IV. Tier III Retirement Health Insurance Program**

With the exception of any benefits required by PEMHCA, any Association member employed by the District on or after January 1, 2013 will be eligible to participate in the District-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 District (whether or not the years of employment were in consecutive order).
2. Process a bona fide retirement from the District.
3. Be at least the normal retirement age for the employee's pension plan

Employees who are employed by the District on or after January 1, 2013 and who meet the *above* listed Tier III eligibility requirements will be entitled to receive the following District funded contribution amounts towards health insurance premiums in retirement. It will be the annuitant's responsibility to fund any premium costs in excess of the amount provided by the District.

- *Prior to eligibility for Supplemental I Managed Medicare Health Insurance*
  - o *\$300/month*
- *After eligibility for Supplemental I Managed Medicare Health Insurance*
  - o *PEMHCA Established Minimum Employer Contribution*

## **SECTION 4 - TIME-OFF PROVISIONS**

### **ARTICLE 42 - HOLIDAYS**

During the term of this agreement, the District 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 District 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 District are as follows:

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

Employees 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 during the last complete payroll period of the fiscal year. Any cash-out of unused / undistributed holiday hours shall not be considered or reported to SBCERA as pensionable compensation for retirement purposes.

### **ARTICLE 43 - VACATION**

During the term of this Agreement, Employees shall accrue vacation leave at 1.35 times the rate of other District bargaining groups. This is in recognition of the fact that Employees work an average of fifty-six (56) hours per week as compared with non-- fire department personnel who work an average of forty (40) hours per week. Based on this leave rate factor, Employees 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	6.35	26	164.97
5 through 9	7.16	26	186.03
10 through 14	8.37	26	217.62
15 through 19	9.18	26	238.68
20 +	10.80	26	280.80

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.

Any cash-out of vacation hours shall not be considered or reported to SBCERA as pensionable compensation for retirement purposes.

To the extent permitted by SBCERA, during the last year of employment prior to retirement, Employees shall be allowed to convert one (1) year of accrued vacation time into salary to be included as earnable compensation.

**ARTICLE 44 - SICK LEAVE**

Employees shall accrue sick leave at the rate of at 1.35 times the rate of other District bargaining groups. This is in recognition of the fact that Employees work an average of fifty-six (56) hours per week as compared with non-fire department personnel who work an average of forty (40) hours per week. Based on this leave rate factor, Employees shall accrue 5.4 hours per pay period. There shall be no accrual limit for sick leave.

Upon bona fide retirement from the District through SBCERA, 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 District will offer employees the option of converting up to one year's worth of unused sick leave (2,912 hours) as earnable compensation to the extent permitted based on the program details as defined by SBCERA.

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

#### **ARTICLE 45 - 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), Employees 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 46 - 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.

#### **ARTICLE 47 - MILITARY LEAVE**

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

### **SECTION 5 - INSURANCE**

#### **ARTICLE 48 - CAFETERIA PLAN**

Those Employees who elect to receive medical coverage through the District 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 District sponsored insurance programs.

Those Employees 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 District sponsored insurance programs.

The cafeteria plan contribution shall not be considered or reported to SBCERA as pensionable compensation for retirement purposes.

#### **ARTICLE 49 - MEDICAL INSURANCE**

The District shall offer participation in a medical insurance plan.

Medical insurance costs shall not be considered or reported to SBCERA as pensionable compensation for retirement purposes.

**ARTICLE 50 - DENTAL INSURANCE**

The District shall offer participation in a dental insurance plan.

Dental insurance costs shall not be considered or reported to SBCERA as pensionable compensation for retirement purposes.

**ARTICLE 51 - VISION INSURANCE**

The District shall offer participation in a vision insurance plan.

Vision insurance costs shall not be considered or reported to SBCERA as pensionable compensation for retirement purposes.

**ARTICLE 52 - LIFE INSURANCE**

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

Life insurance costs shall not be considered or reported to SBCERA as pensionable compensation for retirement purposes.

**ARTICLE 53 - STATE DISABILITY INSURANCE**

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

**ARTICLE 54 - LONG TERM DISABILITY**

The District shall provide a long term disability program for Employees which include the following minimum benefit levels:

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

**ARTICLE 55 – CLASS AND COMPENSATION STUDY**

During the term of this Agreement, the District shall conduct a class and compensation study at its own expense.

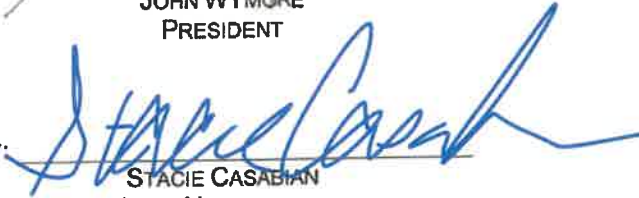


**BARSTOW PROFESSIONAL  
FIREFIGHTERS' ASSOCIATION**

**BARSTOW FIRE PROTECTION DISTRICT**

BY:   
JOHN WYMORE  
PRESIDENT

BY:   
WILLIE HOPKINS  
DISTRICT ADMINISTRATOR

BY:   
STACIE CASABIAN  
LEAD NEGOTIATOR

DATE: 12/19/2022

DATE: 12/19/2022

BARSTOW FIRE

SALARY RANGE BY PAY GRADE

GRADE		A	B	C	D	E	F
11400	Range & Step						
	Hourly	\$33.19	\$34.85	\$36.59	\$38.42	\$40.34	\$42.36
	Biweekly	\$2,655.20	\$2,788.00	\$2,927.20	\$3,073.60	\$3,227.20	\$3,388.80
	Monthly	\$5,752.89	\$6,040.54	\$6,342.56	\$6,659.70	\$6,992.67	\$7,342.31
	Annual	\$69,034.68	\$72,486.48	\$76,110.72	\$79,916.40	\$83,912.04	\$88,107.72
11500	Range & Step						
	Hourly	\$36.66	\$38.50	\$40.42	\$42.44	\$44.56	\$46.79
	Biweekly	\$2,932.80	\$3,080.00	\$3,233.60	\$3,395.20	\$3,564.80	\$3,743.20
	Monthly	\$6,354.77	\$6,672.51	\$7,006.13	\$7,356.44	\$7,724.26	\$8,110.48
	Annual	\$76,257.24	\$80,070.12	\$84,073.56	\$88,277.28	\$92,691.12	\$97,325.76
11720	Range & Step						
	Hourly	\$45.63	\$47.92	\$50.31	\$52.83	\$55.47	\$58.24
	Biweekly	\$3,650.40	\$3,833.60	\$4,024.80	\$4,226.40	\$4,437.60	\$4,659.20
	Monthly	\$7,909.88	\$8,305.38	\$8,720.65	\$9,156.68	\$9,614.51	\$10,095.24
	Annual	\$94,918.56	\$99,664.56	\$104,647.80	\$109,880.16	\$115,374.12	\$121,142.88
11800	Range & Step						
	Hourly	\$49.42	\$51.89	\$54.48	\$57.20	\$60.06	\$63.07
	Biweekly	\$3,953.60	\$4,151.20	\$4,358.40	\$4,576.00	\$4,804.80	\$5,045.60
	Monthly	\$8,565.28	\$8,993.53	\$9,443.21	\$9,915.37	\$10,411.14	\$10,931.70
	Annual	\$102,783.36	\$107,922.36	\$113,318.52	\$118,984.44	\$124,933.68	\$131,180.40
11810	Range & Step						
	Hourly	\$49.91	\$52.40	\$55.02	\$57.78	\$60.66	\$63.70
	Biweekly	\$3,992.80	\$4,192.00	\$4,401.60	\$4,622.40	\$4,852.80	\$5,096.00
	Monthly	\$8,650.93	\$9,083.47	\$9,537.64	\$10,014.52	\$10,515.25	\$11,041.02
	Annual	\$103,811.16	\$109,001.64	\$114,451.68	\$120,174.24	\$126,183.00	\$132,492.24
11970	Range & Step						
	Hourly	\$58.52	\$61.45	\$64.52	\$67.75	\$71.13	\$74.69
	Biweekly	\$4,681.60	\$4,916.00	\$5,161.60	\$5,420.00	\$5,690.40	\$5,975.20
	Monthly	\$10,143.89	\$10,651.08	\$11,183.64	\$11,742.82	\$12,329.96	\$12,946.46
	Annual	\$121,726.68	\$127,812.96	\$134,203.68	\$140,913.84	\$147,959.52	\$155,357.52

**BARSTOW FIRE DISTRICT**  
**FY 2022/2023 Full Time**  
**Employee Classification / Compensation Program**  
**Revised December 2022**

Classification	Salary Range	Min.	Max.
Firefighter / Paramedic	11400	\$5,752.89	\$7,342.31
Fire Engineer	11500	\$6,354.77	\$8,110.48
Fire Captain	11720	\$7,909.88	\$10,095.24
Fire Battalion Chief	11800	\$8,565.28	\$10,931.70
Assistant Fire Chief	11810	\$8,650.93	\$11,041.02
Fire Division Chief	11970	\$10,143.89	\$12,946.46