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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF BARSTOW

AND

TEAMSTERS LOCAL 1932

UNIT 2

JULY 1, 2015 – JUNE 30, 2018

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TEAMSTERS LOCAL 1932 UNIT 2

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 Teamsters Local 1932 – Unit 2 (Union), pursuant to the Meyers-Milias-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 Union 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 Union (herein after referred to as employees) 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 Union:

- | | |
|--------------------------------------|---|
| ▪ Accounting Technician | ▪ Recreation Program Assistant |
| ▪ Administrative Assistant | ▪ Recreation Program Coordinator |
| ▪ Building Inspector | ▪ Senior Accounting Technician |
| ▪ Code Compliance Officer | ▪ Senior Administrative Assistant |
| ▪ Crime Scene Evidence Technician | ▪ Senior Building Inspector |
| ▪ Dispatcher | ▪ Senior Code Compliance Officer |
| ▪ Engineering Technician / Inspector | ▪ Senior Crime Scene Evidence Technician |
| ▪ Information Technology Coordinator | ▪ Senior Dispatcher |
| ▪ Information Technology Technician | ▪ Senior Engineering Technician / Inspector |
| ▪ Lead Plant Operator | ▪ Senior Mechanic |
| ▪ Office Assistant | ▪ Senior Mechanic - Wastewater |
| ▪ Police Services Assistant | ▪ Senior Office Assistant |
| | ▪ Senior Police Services Assistant |

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

ARTICLE 3 – PAYROLL DEDUCTIONS AND UNION MEMBERSHIP

The Union shall have the sole and exclusive right to have membership dues deducted for employees covered under this Agreement by the City, upon appropriate written authorization from such employee. The City shall make remittance to the Union within fifteen (15) working days of the deduction of such sums.

The City shall deduct, upon receipt of a duly executed form properly signed by a member of the Union, either dues to the Union for members or a service fee to the Union for non-members, as appropriate. The Union shall advise the City in writing of the dues money to be deducted for each member. Any change in dues will be submitted to the City in writing thirty (30) days prior to the effective date of such change.

Employees in the bargaining unit who are not members of the Union on the effective date of this Agreement, and employees who hereinafter come into the bargaining unit shall either within thirty (30) days of the date of this Agreement or their employment, apply for membership.

The City shall deduct from any permanent employee who is not a member of the Union, as a condition of employment, monthly service charge equal to the monthly Union dues as a contribution towards the administration of the Agreement. Employees who fail to meet this requirement shall be discharged. The right of non-Union of employees, based on bona fide religious tenets or teachings of the church or religious body of which such employee is a member is safeguarded. Such employees shall pay an amount of money equivalent to regular Union dues to a non-religious, non-labor charitable fund exempt from taxation under Section 501c(3) of the Internal Revenue Code, chosen by the employee from the following three funds: American Cancer Society, American Humane Society, or Goodwill Industries.

Membership dues shall be deducted for employees covered by this Agreement who are members of the Union at the time of the execution of this Agreement, or who thereafter become members subject to the above.

The City shall, as soon as possible, notify the Union General Manager if any member of the bargaining unit revokes a dues/fees authorization.

The Union agrees to provide the City with written notice of its address of record; to pay to the City upon written demand a service charge of five (5) cents per name per month; to indemnify, defend and hold harmless against any claims made and any suit initiated against the City on account of Union deductions; and to refund to the City of Barstow any amount paid to the Union in error upon presentation of supporting evidence.

The City shall forward a monthly personnel report to the Union, which will include any and all personnel actions (new hires, terminations, transfers, promotions, home address changes, etc.) within the Unit.

ARTICLE 4 – UNION ACTIVITIES

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

In addition, the City shall grant release time for all Employees to conduct one special meeting each quarter. The City will also allow the Union use of City facilities and equipment for said Union meetings.

ARTICLE 5 – MANAGEMENT RIGHTS

During the term of this Agreement, the Union 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. However, the City shall meet and confer over the impact of the decision and how it affects a matter within the scope of bargaining.

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 6 – 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 7 – CONDITIONS OF EMPLOYMENT

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

ARTICLE 8 – REST PERIODS

Employees who work at least three and one-half (3 ½) hours shall be provided a paid fifteen (15) minute rest period (or break) for each three and one-half (3 ½) hour period worked. Rest periods shall be scheduled at the discretion of the employee's immediate supervisor in accordance with operational workload and shall be taken in an area approved by the City.

ARTICLE 9 – MEAL PERIODS

Each Employee shall be granted an uninterrupted sixty (60) minute meal period away from his / her workstation. The employee's immediate supervisor shall schedule such meal period. Employees shall be allowed to leave the premises or job site during the meal period provided that said employee notifies his / her immediate supervisor.

Employees classified in the position of a Police Dispatcher shall be allowed a maximum of thirty minutes away from their duty station to eat a meal if, in the judgment of the Watch Commander, such time away from the duty station will not interfere with the efficient operation of the dispatch operation. Police Dispatchers shall remain on the premises during periods away from their workstation, which shall be considered time worked.

ARTICLE 10 – TRAINING

The City will provide Employees with copies of all maintenance-related training opportunities for posting on the bulletin board no later than three (3) days after receipt of such notices. Copies of these notices will also be provided to Union representatives.

In addition, the City will provide a semi-annual budget report on training. This report will identify all training requests received; requests approved and denied; expense reports submitted for training and balance of funds available for training. The City shall also provide the Union a listing of all training and trade publications received by the City.

ARTICLE 11 – DRUG TESTING

The City and the Union will work together to develop a "reasonable suspicion" drug testing policy. All employees will receive drug and alcohol training.

ARTICLE 12 – BULLETIN BOARDS

The Union is authorized to furnish a reasonable number of bulletin boards on City 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 City or its relations with Employees; or otherwise violate City policy. The Union agrees to limit its posting of notices and bulletins to such areas.

ARTICLE 13 – LEAVE OF ABSENCE

The City may grant Employees a leave of absence without pay for a period not to exceed twelve (12) months. After twelve (12) months, the leave of absence may be extended by the City. No such leave shall be granted except upon written request of the employee setting forth the reason for the request and the approval shall be in writing.

Upon expiration of a regularly approved leave of absence or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time the leave was granted.

Failure on the part of an employee on leave to report promptly at its expiration or within a reasonable time after the notice to return to duty has been issued shall be cause for discharge. The depositing in the U.S. Mail of a first-class letter, certified mail, return receipt requested, addressed to the employee's last known place of residence, shall be reasonable notice. If the signed receipt is not returned to the City within ten (10) calendar days following the date of mailing to residence, the employee will be considered to have abandoned his position and will be removed from the payroll.

ARTICLE 14 – HOURS OF WORK

The average regular work week for full-time Employees 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. For the term of this agreement, Employees will be assigned to a 9/80 schedule.

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.

For Employees assigned to the Dispatch Department, the regular hours of work shall be twelve (12) hours a day defined as either a Day Shift or Graveyard Shift. A typical (12) hour schedule for Day Shift would be from 0600 to 1800 and the hours for Graveyard Shift would be from 1800 to 0600.

ARTICLE 15 – SENIORITY REGARDING FORCE REDUCTION PROCEDURES

The City of Barstow may initiate force reductions whenever one or more positions are eliminated due to declining work requirements, discontinued services or activities, or lack of available funds. Lay-offs, however, shall not be used as a substitute for separation, release, or discharge or other termination actions.

The City of Barstow shall attempt to retain those employees in each affected area who have the longest period of service. Factors such as performance, potential, or unique value to the City, however, shall be primary in establishing the order of lay-offs.

Part-time employees shall be granted seniority in proportion that their part-time employment bears to full-time employment with the City. Under no circumstances shall the City retain temporary employees in any employee classification in which force reductions are in progress.

ARTICLE 16 – EMPLOYEE DISCIPLINE

The City may initiate appropriate corrective action should an employee engage in any practices inconsistent with published rules or with ordinary reasonable common sense rules of conduct conducive to the welfare of the City, its residents, and its employees. Corrective action may consist of warnings, reprimands, demotions, reductions in pay, disciplinary suspension or discharge and shall be applied only after full consideration of the seriousness of the offence.

All corrective suspension and discharges administered under this provision shall be subject to appeal to the City Council in accordance with the appeal process contained in this Agreement.

ARTICLE 17 – APPEAL TO THE CITY COUNCIL

Employees shall be entitled to appeal any disciplinary demotion, suspension, or termination to the City Council within ten (10) calendar days following the imposition of such disciplinary action unless appeal is specifically prohibited by provisions of the Barstow Municipal Code or by the City's existing Personnel Policies and Procedures Manual. Furthermore, Employees seeking an appeal must submit the appeal in accordance with the City's existing Policies and Procedures Manual. Any recommended discipline described in this section shall first be reviewed by the City Manager before a unit member is served with notice.

For disciplinary action involving termination or an unpaid suspension of eighty (80) hours or more, the disciplinary action shall be first subject to advisory arbitration. In such case, upon receiving an appeal, the City shall obtain a list of arbitrators from the State Mediation and Conciliation Service. The parties shall take turns striking names from the list, beginning with the party who wins a coin toss, until one remains. The remaining named person shall be the arbitrator in the matter and his or her decision shall be advisory and submitted to the City Council. The City Council shall then exercise its independent judgment in reviewing the disciplinary action. The City Council's decision shall be final and binding. Each party shall pay 50% of the cost of arbitration.

ARTICLE 18 – GRIEVANCE PROCEDURES

The following guidelines govern the City's grievance procedures.

1. Definition.

A grievance is a written allegation by an employee claiming violation of a specific express provision of this Agreement, the City's Personnel Rules and Regulations, or written City policy, unless another specific method of review is provided (e.g., discipline or discrimination).

2. Procedure.

a. Informal Grievance Procedure

The grievant and the City's representative shall make every effort to resolve the grievance at the lowest level of supervision. Thus, the grievant shall attempt to discuss the grievance with the immediate supervisor before resorting to the Formal Grievance Procedure, below. However, if the grievant is unable to resolve the grievance informally before the time period for filing a Formal Grievance expires (15 days from the date the grievance allegedly occurred), the grievant may proceed to the Formal Grievance Procedure in accordance with the time limits therein.

b. Formal Grievance Procedure

i. First Level of Review.

The grievant shall present the formal grievance in writing to his / her supervisor 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 19 – FULL AGREEMENT

The City and the Union 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 Union 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:

- Personnel Rules & Regulations.
- Any item, provision, or subject that both the City and Union jointly agree to reopen for discussion.

ARTICLE 20 – NON-DISCRIMINATION

It is agreed that both the City and the Union shall provide equal opportunity for all qualified persons; prohibit discrimination because of race, color, religion, sex, age, national origin, marital status or disability; and promote the full realization of equal opportunity through a positive and continuing program of affirmative action. It is further agreed that no employee shall be interfered with, intimidated, restrained, coerced or discriminated against by either the City or the Union because of membership or non-membership in the Union.

ARTICLE 21 – 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 22 – 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 Union who are present at a meeting convened for the specific purpose of ratifying this Agreement.

ARTICLE 23 – TERM OF AGREEMENT

This Agreement shall take effect on July 1, 2015 and shall remain in full force and effect until June 30, 2018. In addition, the Agreement shall stay in effect from year to year thereafter unless either party submits written request to renegotiate this Agreement prior to the scheduled date of expiration.

SECTION 2 – SALARIES AND OTHER PAY

ARTICLE 24 – WAGES

Employees classified as a Police Dispatcher who has earned their POST Certified Trainer certification shall receive an increase of 5% above their base wage rate while training any new dispatch personnel.

In order to address the changes in law that will provide for an employee to pay 50 percent of the total normal cost, not to exceed 8 percent, of the employee's contribution to the Public Employees' Retirement System (PERS) by the year 2018, the parties have agreed to a phase-in schedule over the term of this MOU that shifts to the employee that obligation. For that reason, all Y-Rated Employees will be eligible to receive the Cola increases to the extent of the impact of the increased employee retirement contribution not offset by the Off-Salary-Schedule premium for years 2 and 3 of this contract and the off-schedule premium pay.

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

Year 1 of This MOU

All members:

A 2.0% (two percent) unadjusted base salary increase beginning July 5, 2015.

All members hired and enrolled in CalPERS prior to July 1, 2010

~~Shall receive an Off Salary Schedule premium of 6.0% (six percent) of the member's base salary in exchange for the member assuming an equivalent percentage contribution to the Public Employees' Retirement System. Maximum Off Salary Schedule Pay offset of 6%, shall be effective until retirement or separation from employment by the employee, whichever comes first. The Off Salary Schedule Pay offset does not apply to other premiums or leave/holiday payouts; The Off Salary Schedule Pay offset shall be implemented upon approval of City Resolution by CalPERS. The Employee pick-up of the employee paid member contribution will be implemented concurrently with the implementation of the Off Salary Schedule Pay offset.~~

~~Since the Off Salary Schedule Pay offset does not apply to other premiums, the City will compensate the employee annually each year, for the loss of additional pensionable salary related to said premium. The City will compensate the employee each year, beginning on the anniversary of the implementation of the Off Salary Schedule Pay offset or upon separation of employment, whichever comes first, in the form of a non-pensionable cash payment equal to the loss of the additional pensionable salary.~~

Year 2 of This MOU

All members:

A 2.0% (two percent) unadjusted base salary increase beginning July 3, 2016.

All members hired and enrolled in CalPERs prior to July 1, 2010

Shall receive an Off-Salary-Schedule premium of 6.0% (six percent) of the member's base salary in exchange for the member assuming an equivalent percentage contribution to the Public Employees' Retirement System. Maximum Off-Salary-Schedule Pay offset of 6%, shall be effective until retirement or separation from employment by the employee, whichever comes first. The Off-Salary-Schedule Pay offset does not apply to other premiums or leave/holiday payouts; The Off-Salary-Schedule Pay offset shall be implemented upon approval of City Resolution by CalPERS. The Employee pick-up of the employee paid member contribution will be implemented concurrently with the implementation of the Off-Salary-Schedule Pay offset.

Since the Off-Salary-Schedule Pay offset does not apply to other premiums, the City will compensate the employee annually each year, for the loss of additional pensionable salary related to said premium. The City will compensate the employee each year, beginning on the anniversary of the implementation of the Off-Salary-Schedule Pay offset or upon separation of employment, whichever comes first, in the form of a non-pensionable cash payment equal to the loss of the additional pensionable salary.

Members will be required to contribute ~~another 1.0%~~ 7.0% (~~one seven~~ percent) towards the employee contribution to PERS.

Year 3 of This MOU

All members:

A 2.0% (two percent) unadjusted base salary increase beginning July 2, 2017. In addition, should the CPI for the calendar year ending December 31, 2016 be calculated by the Department of Labor, Bureau of Labor Statistics, to exceed 3.0% (three percent) for the Los Angeles, Riverside, and Orange counties, then the base salary increase for Year 3 shall be 3.0% (three percent) rather than 2.0% (two percent).

All members hired prior and enrolled in CalPERs to July 1, 2010

Members will be required to contribute the final 1.0% (one percent) toward the employee contribution to PERS.

ARTICLE 25 – PERFORMANCE BONUS

Union members who reach the top-step of their salary range or are y-rated will be eligible annually to receive a 2% performance bonus effective upon ratification of the contract (November 19, 2012). To qualify for the performance bonus, the employee must receive a performance evaluation rating of satisfactory or better. Union 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 26 – 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 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 27 – 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 (100) hours. Employees who have accumulated one hundred (100) hours of compensatory time shall have overtime paid in cash until their accumulated compensatory hours fall under the one hundred (100) hour limit.
- Employees may elect to buy down any amount of accrued compensatory time by submitting a written request to the Finance Department.

ARTICLE 28 - UNIFORMS. SAFETY BOOTS. AND SAFETY EQUIPMENT

Tier I

All Association members hired by the City on or before December 31, 2012 or who are defined as CalPERS Classic Employees shall be provided with the following uniform, safety boots, and safety equipment benefits:

Employees who are required as a condition of employment to acquire and wear uniforms shall receive a uniform allowance of \$756 per year. The job classifications identified as being eligible for the uniform allowing include the following:

- Senior Administrative Assistant (Police Department)
- Dispatcher
- Senior Dispatcher
- Police Services Assistant
- Senior Police Services Assistant
- Building Inspector
- Senior Building Inspector
- Code Compliance Officer
- Senior Code Compliance Officer
- Crime Scene Evidence Technician
- Senior Crime Scene Evidence Technician
- Office Assistant (Barstow Fire Protection District)

Employees will be responsible for maintaining the uniform.

Employees serving in the Building Inspector job classification that choose to wear blue jeans rather than uniform-issued pants will receive a uniform allowance of \$252 per year.

Employees serving in the Engineering Technician or Senior Engineering Technician job classification shall be provided a uniform allowance equal to \$252 per year.

Employees receiving a uniform allowance shall be paid in one lump sum annually during the first pay period in December of each year.

Employees serving in the Administrative Assistant (Park & Recreation) and Information Technology Technician classification shall receive five uniform shirts each fiscal year. Such shirts shall be provided for at the City expense. The shirts shall be ordered in the month of October each year. The actual average cost per employee for the shirts shall be considered pensionable compensation, and will be reported to CalPERS by the first payroll in December of each year. Employees will be responsible for maintaining the uniform shirts. Employees who lose or damage the shirts, other than through normal wear and tear, shall be required to reimburse the City an amount equal to the loss and/or damage.

For employees assigned to the Wastewater Treatment Plant, the City shall maintain the laundered service for eleven (11) sets of uniforms. The Wastewater Treatment Plant uniform shall consist of button up work shirts and work pants. Per employee, the cost for maintaining the laundered uniform service shall be considered pensionable compensation, and will be reported to CalPERS by the first payroll in December of each year.

Employees required to wear safety boots in the Information Technology Division, Engineering Division and Building & Safety Division shall be reimbursed for the actual cost of acquiring safety boots in an amount not to exceed \$225 per fiscal year.

Furthermore, any pensionable compensation amounts for uniforms shall also be reported to CalPERS retroactively for the period July 1, 2010 through June 30, 2014.

Tier II

All Association members hired by the City after December 31, 2012, or who are defined as CalPERS PEPRA Employees shall be provided with the following uniform, safety boots, and safety equipment benefits:

Employees who are required as a condition of employment to acquire and wear uniforms shall receive a uniform allowance of \$756 per year. The job classifications identified as being eligible for the uniform allowance include the following:

- Senior Administrative Assistant (Police Department)
- Dispatcher
- Senior Dispatcher
- Police Services Assistant
- Senior Police Services Assistant
- Building Inspector
- Senior Building Inspector
- Code Compliance Officer
- Senior Code Compliance Officer
- Crime Scene Evidence Technician
- Senior Crime Scene Evidence Technician
- Office Assistant (Barstow Fire Protection District)

Employees will be responsible for maintaining the uniform.

Employees serving in the Building Inspector job classification that choose to wear blue jeans rather than uniform-issued pants will receive a uniform allowance of \$252 per year.

Employees serving in the Engineering Technician or Senior Engineering Technician job classification shall be provided a uniform allowance equal to \$252 per year.

Employees receiving a uniform allowance shall be paid in one lump sum annually during the first pay period in December of each year.

Employees serving in the Administrative Assistant (Park & Recreation) and Information Technology Technician classification shall receive five uniform shirts each fiscal year. Such shirts shall be provided for at the City expense. The shirts shall be ordered in the month of October each year. Employees will be responsible for maintaining the uniform shirts. Employees who lose or damage the shirts, other than through normal wear and tear, shall be required to reimburse the City an amount equal to the loss and/or damage.

For employees assigned to the Wastewater Treatment Plant, the City shall maintain the laundered service for eleven (11) sets of uniforms. The Wastewater Treatment Plant uniform shall consist of button up work shirts and work pants.

Employees required to wear safety boots in the Information Technology Division, Engineering Division and Building & Safety Division shall be reimbursed for the actual cost of acquiring safety boots in an amount not to exceed \$225 per fiscal year.

ARTICLE 29 – HIGHER CLASSIFICATION PAY

In the event an Employee is assigned to perform duties of a job classification other than the classification to which the employee is normally assigned, said employee shall be paid at the A step of the higher classification for all hours worked in such classification. Should the employee's salary exceed the A step of the higher job classification, the employee shall be paid at that step which most closely represents a 5% increase over his/her current base salary. For example, if an available step provides a 4.5% increase, and the next available step would provide a 7% increase, the 4.5% step would be utilized.

It is agreed, however, that no employee shall perform work in a higher job classification unless specifically directed to do so by the City.

ARTICLE 30 – SHIFT DIFFERENTIAL PAY

As defined in Article 14, any Employee working a graveyard shift shall be compensated an additional 5% over their base wage rate and any employee working a swing shift shall be compensated an additional 2.5% over their base wage rate.

Shift Differential Pay is not applicable to "travel time" or time attending training/conferences.

ARTICLE 31 – STANDBY PAY

Employees represented by the Union may be assigned to standby duty at the discretion of the City. Such assignment, however, shall require prior notice to the employee being assigned to standby duty. Those employees assigned to standby duty shall be paid two (2) hours at the base wage rate for standby duties performed on a weekday and four (4) hours at the base wage rate for standby duty performed on a weekend day or on an approved holiday and shall be compensated at the appropriate base hourly rate for actual hours worked during each day of the standby assignment.

Employees required to report for work during a standby assignment shall be compensated at the rate of one and one-half (1½) times the base wage rate for hours worked in excess of eight in a single day, and for hours worked in excess of forty in a seven-day work period. Employees who are assigned standby duty may substitute compensatory time in lieu of pay. In addition, Employees who are assigned standby duty over a weekend shall be allowed to take a City vehicle home.

ARTICLE 32 – CALL-BACK PAY

In the event an Employee, other than an employee assigned to standby duty and receiving standby compensation, is required to report to work prior to commencement of the employee's next regularly schedule work shift, said employee shall be paid a minimum of two (2) hours pay at their base wage rate, or at one and one-half (1½) times the base wage rate for actual hours worked in excess of eight in a single day or in excess of forty in a single work period, whichever is greater, for each instance in which the employee is required to report for duty.

ARTICLE 33 – INDUSTRIAL INJURY SUPPLEMENTAL PAY

The City shall provide an Industrial Injury Supplemental Wage Benefit Program for designated high-risk Employees. Employees in designated high-risk positions shall be entitled to an Industrial Injury Wage Supplemental Benefit during the first three (3) days of an occupationally related illness or injury, provided that such injury or illness results in time lost from regularly scheduled working hours.

Industrial Injury Supplemental Wage Benefits shall begin on the day following the date of occupational injury or illness and shall continue until the injured employee is eligible for Worker's Compensation benefits or returns to active employment. In no event, however, shall Industrial Injury Supplement Wage Benefits continue past the end of the third day following the occurrence of an occupationally related illness or injury.

Industrial Injury Supplemental Wage Benefits shall be payable only on an employee's regularly scheduled working day and may be used only during periods of occupationally related illness or injury not compensated under the California Worker's Compensation Law. Under no circumstances shall Industrial Injury Supplemental Wage Benefits be used to provide an employee with higher compensation than said employee would have received had the employee worked all regularly scheduled hours during the week in which Industrial Injury Supplemental Wage Benefits were payable.

In granting Industrial Injury Supplemental Wage Benefits, the City may require medical documentation of occupationally related illness or injury at its discretion. Such documentation shall consist of a statement signed by a licensed physician describing the nature of an employee's occupationally related illness or injury, and the anticipated time of the individual's return to active employment.

All employees shall be entitled to full compensation for the regularly scheduled workday on which an occupationally related injury or illness occurs. Such compensation shall not be charged to the Industrial Injury Supplemental Wage Benefit.

ARTICLE 34 – BILINGUAL SERVICES PAY

Employees 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, 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 City.

Employees hired after July 1, 2011 will be eligible to receive \$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 City.

ARTICLE 35 – TUITION REIMBURSEMENT

Employees 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 36 – RECLASSIFICATION

During the term of this Agreement, should any employee represented by the Union 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.

SECTION 3 – RETIREMENT

ARTICLE 37 – RETIREMENT BENEFIT

All Union 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 Union members hired on or before December 31, 2012, the City shall provide those employees with the CalPERS 2.7%@55 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 Union members hired by the City prior to July 1, 2010, the City shall assume the 2% of the employee's portion of the retirement contribution to CalPERS in the first year of the contract, 1% of the employee's portion of the retirement contribution to CalPERS in the second year of the contract, and 0% of the employee's portion of the retirement contribution to CalPERS in the third year of the contract, provided that the employee contribution rate does not exceed a total of 8% of regular compensation.

For all Union members hired by the City on or after July 1, 2010, the City shall not assume any of the cost of the employee portion of the retirement contribution to CalPERS. Union 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 eight percent (8%).

For all Union members hired by the City after December 31, 2012, the following retirement benefit will be provided:

- CalPERS 2%@62 retirement plan.
- Three-year average compensation.
- Credit for unused sick leave.
- Fourth Level of 1959 survivor benefit.
- Military service credit as public service.
- In compliance with AB 340, all Union members hired by the City after December 31, 2012 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 eight percent (8%).

ARTICLE 38 – 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 Union 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 Union 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 <i>(Includes Basic Plans & Supplement / Managed Medicare Plans)</i>	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	Difference between the

		the updated CalPERS PEMHCA Minimum Employer Rate as published by CalPERS.	<i>Monthly Maximum Contribution Paid by the City less the 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.	<i>Difference between the Monthly Maximum Contribution Paid by the City less the 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.	<i>Difference between the Monthly Maximum Contribution Paid by the City less the 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.	<i>Difference between the Monthly Maximum Contribution Paid by the City less the 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.	<i>Difference between the Monthly Maximum Contribution Paid by the City less the 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.	<i>Difference between the Monthly Maximum Contribution Paid by the City less the 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.	<i>Difference between the Monthly Maximum Contribution Paid by the City less the 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.	<i>Difference between the Monthly Maximum Contribution Paid by the City less the 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.	<i>Difference between the Monthly Maximum Contribution Paid by the City less the 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.	<i>Difference between the Monthly Maximum Contribution Paid by the City less the Monthly PEMHCA Minimum Contribution.</i>

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

the lesser of the two amounts.

For Tier I eligible Union 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 Union 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 Union 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 Union members who meet the above listed Tier II eligibility requirements.

TIER II RETIREE MEDICAL PROGRAM

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

For Tier II eligible Union 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 Union 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 Union 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 Union 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 Monthly Maximum Contribution Paid by the City less the Monthly PEMHCA Minimum Contribution.
After eligibility for Supplemental / Managed Medicare Health Insurance	\$0.00	To be determined based on the updated CalPERS PEMHCA Minimum Employer Rate as published by CalPERS.	\$0.00
* Should the monthly premium of the selected insurance program cost less than the maximum monthly contribution (as shown in the preceding table), the maximum monthly contribution paid by the City will be the lesser of the two amounts.			

For Tier III eligible Union 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 Union 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 39 – HOLIDAYS

During the term of this agreement, the City will create a Holiday Leave Bank for each Employee. On July 1st of each year, every employee's Holiday Leave Bank will be credited with 126 hours of holiday leave time. The 126 hours will be provided in recognition of the fourteen (14) paid holidays that the City recognizes annually, with each of those holidays being observed at the rate of nine (9) hours per day. The fourteen (14) 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
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

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.

In any instance where Friday or Monday observance of a Saturday or Sunday holiday results in two holidays being observed on the same date, the impacted employee's holiday shall be observed on the scheduled work day immediately preceding a Friday holiday observation or the scheduled work day immediately following a Monday holiday observation.

ARTICLE 40 – VACATION

During the term of this Agreement, 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	4.70	26	122.2
5 through 9	5.30	26	137.8
10 through 14	6.20	26	161.2
15 through 19	6.80	26	176.8
20+	8.00	26	208

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

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

With regard to the third (3rd) years' worth of vacation accrual only, the employee shall have the option of cashing out 50% of unused vacation hours earned in the third (3rd) year during the first payroll period with a pay date in December.

ARTICLE 41 – SICK LEAVE

Employees 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 the employee's rate of pay at the time of retirement. In addition, the City will offer employees the option of converting up to one year's worth of unused sick leave (2,080 hours) for credit as service time for retirement purposes based on the program details as defined by CalPERS.

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

ARTICLE 42 – 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), Union members will be entitled to five (5) paid days for bereavement leave.

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

ARTICLE 43 – 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.

The City shall make unit members whole for being charged personal time off if called to jury duty service any time during the 2015, 2014, 2013, and 2012 calendar years.

ARTICLE 44 – MILITARY LEAVE

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

SECTION 5 – INSURANCE

ARTICLE 45 – CAFETERIA PLAN

Those Employees 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 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 City sponsored insurance programs.

ARTICLE 46 – MEDICAL INSURANCE

The City shall offer participation in a medical insurance plan.

ARTICLE 47 – DENTAL INSURANCE

The City shall offer participation in a dental insurance plan.

ARTICLE 48 – VISION INSURANCE

The City shall offer participation in a vision insurance plan.

ARTICLE 49 – LIFE INSURANCE

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

ARTICLE 50 – STATE DISABILITY INSURANCE

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

ARTICLE 51 – LONG TERM DISABILITY

The City 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

TEAMSTERS LOCAL 1932

UNIT 2

By: 
WILLIAM HENDERSON
UNION PRESIDENT

By: 
STEVE CADENA, TEAMSTERS LOCAL UNION NO. 1932
LABOR RELATIONS REPRESENTATIVE

DATE: 07/27/2016

CITY OF BARSTOW

By: 
CHARLES C. MITCHELL
CITY MANAGER

DATE: 7/27/16



**City of Barstow
California**

**Agenda Item
2685**



Approval of City of Barstow Salary Schedule Effective July 1, 2016 (For Pay Period Beginning July 3, 2016)

Information

Department:
Category:

Finance
Personnel

Sponsors:

Attachments

Printout
Salary_Schedule FY17 Proposed 2016-06-20-final

Fiscal Impact

The City of Barstow Salary Schedule must be approved as part of the fiscal year 2016/17 budget year. Applicable increases have been included in the Proposed Fiscal Year 2016/17 budget.

Executive Summary

The City of Barstow Salary Schedule must be approved when changes or updates occur. Per the Memorandums of Understanding (MOUs) with the Units 6 Barstow Management Employees' Association and Unit 8, Barstow Police Department Management Association, the City of Barstow Salary Schedule needs to be updated to reflect the salary adjustments as agreed for the new fiscal year beginning July 1, 2016.

Discussion

The City of Barstow Salary Schedule has been updated to include the agreed upon increases for Memorandums of Understanding (MOUs) with the Units 6 Barstow Management Employees' Association and Unit 8, Barstow Police Department Management Association and contract employees as applicable. The Schedule is effective July 1, 2016, and includes the most current rate increases as approved by Council as of June 20, 2016.

Recommended Action

Staff recommends that the City Council take the following action and approve the City of Barstow Salary Schedule (attached), effective July 1, 2016 (for pay period beginning July 3, 2016).

Meeting History

Jun 20, 2016 7:00 PM Video

**City
Council**

Joint Special Council/BFPD

Draft

RESULT: APPROVED [UNANIMOUS]

MOVER: Merrill Gracey, Council Member

SECONDER: Carmen Hernandez, Council Member

AYES: Merrill Gracey, Richard Harpole, Carmen Hernandez, Timothy Silva, Julie Hackbarth-McIntyre

Select Language ▼

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RESOLUTION NO. 4847-2016

RESOLUTION FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS FOR MISCELLANEOUS EMPLOYEES

WHEREAS, the governing body of the City of Barstow, has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Barstow has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Barstow of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC),

WHEREAS, the governing body of the City of Barstow has identified the following conditions for the purpose of its election to pay EPMC;

- This benefit shall apply to employees of the Unit 1 and Unit 2 Miscellaneous Groups.
- This benefit shall consist of paying percents as stipulated in the tiered levels below for the identified miscellaneous Units, of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable ** {excluding Government Code Section 20636(c)(4)} as additional compensation.

Non-Management, Non-Sworn:

- First Tier for Units 1 and 2: Effective July 3, 2016, Employees hired prior to July 1, 2010, will receive 1% EPMC benefit.
- First Tier for Units 1 and 2: Effective July 2, 2017, Employees hired prior to July 1, 2010, will receive 0% EPMC benefit.
- Second Tier for Units 1 and 2: Effective December 6, 2010, Employees hired on or after July 1, 2010, will receive 0% percent EPMC.
- This Resolution brings into compliance the negotiated benefits per the Memorandums Understanding for the Miscellaneous employees. The effective date of this Resolution shall be July 3, 2016. This Resolution shall supersede in its entirety Resolution 4829-2016, which was passed, approved and adopted by the City Council of the City of Barstow on April 18, 2016.

NOW THEREFORE, BE IT RESOLVED that the governing body of the City of Barstow elects to pay and report the value of EPMC, as set forth above.

PASSED, APPROVED AND ADOPTED THIS 18TH DAY OF JULY, 2016




Julie Hackbarth-McIntyre, Mayor

** Note: Payment of EPMC and reporting of the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636 (c)(4) which is the monetary value of EPMC on compensation earnable.

ATTEST:

JoAnne V. Cousino, CMC
JoAnne V. Cousino, City Clerk

I, JoAnne V. Cousino, City Clerk for the City of Barstow, California and ex-officio Clerk of the City Council, do hereby certify, UNDER PENALTY OF PERJURY, that the foregoing is a true and correct copy of Resolution No. 4847-2016 which was introduced and adopted at the regular meeting of the City Council of the City of Barstow held on the 18th day of July, 2016 by the following vote:

AYES: COUNCIL MEMBERS HARPOLE, HERNANDEZ; MAYOR PRO TEM SILVA;
MAYOR HACKBARTH-MCINTYRE
NOES: NONE
ABSENT: COUNCIL MEMBER GRACEY
ABSTAINED: NONE

JoAnne V. Cousino, CMC
JoAnne V. Cousino, City Clerk

The foregoing instrument is a
correct copy of the original on
file in this office.

ATTEST: July 27, 2016

JoAnne V. Cousino
City Clerk, Barstow, California

By: Danya D. Gordon, Deputy





**City of Barstow
California**

**Agenda Item
2708**



**Modification of the Employer Paid Member Contributions (EPMC) Retirement
Benefit to Align with Approved Memorandums of Understanding for Unit 1 & Unit
2**

Information

Department:	Finance	Sponsors:
Category:	Resolution	

Attachments

Printout
EPMC Reso Update 2016 Misc Unit 1 and 2 EPMC Phase Out

Fiscal Impact

Executive Summary

One of the important elements of the negotiation process with Unit 1 and Unit 2 bargaining groups was gaining agreement that unit members agreed to a phased in approach to reducing the amount of the Employer Paid Member Contributions (EPMC) for retirement. In order to align these new provisions in our Memorandums of Understanding (MOUs) with CalPERS, it will be necessary to formalize the benefit change through approval of an updated resolution which clarifies the reporting of EPMC for our miscellaneous employees in Unit 1 and Unit 2.

Discussion

The City has negotiated with Unit 1 and Unit 2 to agree upon a phased in approach to reducing the amount of EPMC paid by the City for individuals who were hired before July 1, 2010 in exchange for an off-schedule premium of 6%. This change in benefit level impacts the EPMC stipulated in our CalPERS contract by changing the amount that the City should report to the pension system as EPMC. In order to align the benefit modification with our CalPERS contract, it will be necessary to file an updated resolution that stipulates who qualifies and the amount of EPMC benefit.

This Resolution shall supersede in its entirety Resolution 4829-2016, which was passed, approved and adopted by the City Council of the City of Barstow on April 18, 2016 with regards to Unit 1 and Unit 2. Given that the commencement date for the change in EPMC benefit varies depending on the specific bargaining group, staff consulted with CalPERS regarding the appropriate resolution language that should be utilized. An overview of the changes outlined in the resolution for City Council consideration follows:

Non-Management, Non-Sworn:

- First Tier for Units 1 and 2: Effective July 3, 2016, Employees hired prior to July 1, 2010, will receive 1% EPMC benefit.
- First Tier for Units 1 and 2: Effective July 2, 2017, Employees hired prior to July 1, 2010, will receive 0% EPMC benefit.

- Second Tier for Units 1 and 2: Effective December 6, 2010, Employees hired on or after July 1, 2010, will receive 0% percent EPMC.

Recommended Action

Staff recommends that the City Council take the following actions:

Approve Resolution No. 4847 - 2016, amending our contract with CalPERS to report the EPMC benefit for Unit 1 and Unit 2 miscellaneous employees per the terms of the July 1, 2015 - June 30, 2018 MOU.

Meeting History

Jul 18, 2016 7:00 PM Video	City Council	Joint Special CC/Successor/BFPD	 Draft
ASSISTANT CITY MANAGER CINDY PROTHRO - Explained the modification and the reasoning - Commented that in order to implement the changes in the employer member contributions we have to adopt a Resolution for CalPERS benefits - This just states that for those hired prior July 1st, 2010, for the first year effective July 3rd 2016 the City will be paying 1% for Units 1 & 2, effective July 2nd 2017 with the final increase they will also be picking up an additional 1% of the entire amount. They will received 0% EPMC benefits. For the second year they do not get EPMC benefits in other words the second year employees pay their own retirement cost already there is no change. RESULT: APPROVED [UNANIMOUS] MOVER: Timothy Silva, Mayor ProTem SECONDER: Richard Harpole, Council Member AYES: Richard Harpole, Carmen Hernandez, Timothy Silva, Julie Hackbarth-McIntyre			