



**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**THE CITY OF BARSTOW**

**AND**

**TEAMSTERS LOCAL 1932**

**UNIT 1**

**JULY 1, 2025-JUNE 30, 2026**

**Table of Contents**

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Page 1

SECTION 1 - GENERAL PROVISIONS	4
ARTICLE 1 – PREAMBLE	4
ARTICLE 2 - RECOGNITION AND SCOPE OF REPRESENTATION	4
ARTICLE 3 - PAYROLL DEDUCTIONS AND UNION MEMBERSHIP	4
ARTICLE 4 - UNION ACTIVITIES	6
ARTICLE 5 - MANAGEMENT RIGHTS	7
ARTICLE 6 - ADMINISTRATIVE AUTHORITY	7
ARTICLE 7 - CONDITIONS OF EMPLOYMENT	7
ARTICLE 8 - REST PERIODS	7
ARTICLE 9 - MEAL PERIODS	7
ARTICLE 10 -TRAINING	8
ARTICLE 11 - DRUG TESTING	8
ARTICLE 12 - BULLETIN BOARDS	8
ARTICLE 13 - LEAVE OF ABSENCE	8
ARTICLE 14 - HOURS OF WORK	8
ARTICLE 15 - SENIORITY REGARDING FORCE REDUCTION PROCEDURES	9
ARTICLE 16 - EMPLOYEE DISCIPLINE	10
ARTICLE 17 - APPEAL TO THE CITY COUNCIL	10
ARTICLE 18 - GRIEVANCE PROCEDURES	10
ARTICLE 19 - FULL AGREEMENT	14
ARTICLE 20 - NON-DISCRIMINATION	15
ARTICLE 21 – SEVERABILITY	15
ARTICLE 22 - AGREEMENT EFFECTIVE UPON APPROVAL BY BOTH PARTIES	15
ARTICLE 23 - TERM OF AGREEMENT	15
 SECTION 2 - SALARIES AND OTHER PAY	 15
ARTICLE 24 – WAGES	15
ARTICLE 25 - PERFORMANCE BONUS	15
ARTICLE 26 – OVERTIME	16
ARTICLE 27 - COMPENSATORY TIME	16
ARTICLE 28 - UNIFORMS, SAFETY BOOTS, AND SAFETY EQUIPMENT	17
ARTICLE 29 - HIGHER CLASSIFICATION PAY	18
ARTICLE 30 –SHIFT DIFFERENTIAL PAY	18
ARTICLE 31 - STANDBY PAY	18
ARTICLE 32 - CALL-BACK PAY	19
ARTICLE 33 - INDUSTRIAL INJURY SUPPLEMENTAL PAY	19
ARTICLE 34 - BILINGUAL SERVICES PAY	20
ARTICLE 35 -AUTOMOTIVE SERCICE EXCELLENCE CERTIFICATION PREMIUM	20
ARTICLE 36- TUITION REIMBURSEMENT	19
ARTICLE 37 – RECLASSIFICATION	21
 SECTION 3 –RETIREMENT	 22
ARTICLE 38- RETIREMENT BENEFIT	22
ARTICLE 39- RETIREE MEDICAL BENEFIT	23
 SECTION 4 - TIME-OFF PROVISIONS	 27
ARTICLE 40 – HOLIDAYS	27
ARTICLE 41 – VACATION	28
ARTICLE 42 - SICK LEAVE	28

ARTICLE 43 - BEREAVEMENT LEAVE	28
ARTICLE 44- JURY LEAVE	29
ARTICLE 45 - MILITARY LEAVE	29
SECTION 5 - INSURANCE	30
ARTICLE 46 - CAFETERIA PLAN	30
ARTICLE 47 - MEDICAL INSURANCE	30
ARTICLE 48 - DENTAL INSURANCE	30
ARTICLE 49 - VISION INSURANCE	30
ARTICLE 50 - LIFE INSURANCE	30
ARTICLE 51 - STATE DISABILITY INSURANCE	30
ARTICLE 52 - LONG TERM DISABILITY	31

**TEAMSTERS LOCAL 1932  
UNIT1**

**MEMORANDUM OF UNDERSTANDING**

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**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 1 (Union), pursuant to the Meyers-Miliias-Brown Act of the State of California, the Barstow Municipal Code, and the Personnel Policies and Procedures of the City of Barstow.

It is the intent and purpose of this Agreement to set forth the understanding reached between the 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 Union members or members) 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:

- Environmental Services Assistant I
- Environmental Services Assistant II
- Environmental Services Assistant III
- Lead Treatment Operator
- Fleet/Senior Mechanic
- Mechanic- Wastewater
- Public Services Assistant I
- Public Services Assistant II
- Public Services Assistant III
- Senior Mechanic
- Senior Wastewater Treatment Plant Operator
- Street Sweeper Operator
- Wastewater Treatment Plant Operator in Training
- Wastewater Treatment Plant Operator/Senior Wastewater Treatment Plant Operator

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, UNION MEMBERSHIP & D.R.I.V.E.**

The Union shall have the sole and exclusive right to have membership dues deducted for Union members covered under this Agreement by the City, upon appropriate written authorization from such member. The City shall make remittance to the Union within fifteen (15) working days of the deduction of such sums. Teamsters certifies it shall maintain authorizations for all Teamster members.

The City shall deduct, upon receipt of a duly executed form properly signed by a member of the Union, dues for members of the Union. The Union shall advise the City in writing of the dues to be deducted for each member of the Union. 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 within the first pay period from the date the City receives notification from the Union of the employee signing a Teamster membership card will be deducted the appropriate membership dues.

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

In any situation where an employee requests information about becoming or remaining a member of the Union, the City shall refer such inquiries to the Union for response.

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.

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

D.R.I.V.E. (Democrat, Republican, Independent Voter Education)

D.R.I.V.E. to be offered in the same manner as membership dues deductions. The D.R.I.V.E deduction is offered to Union members by the Union and is completely voluntary to Union members. Union members who voluntarily wish to donate to D.R.I.V.E will sign an authorization card in order for deductions to begin. The City shall begin deductions upon receipt of a duly executed form properly signed by a member of the Union. The City shall make remittance to the Union within fifteen (15) working days of the deduction of such sums for the Union's transmittal of the funds to D.R.I.V.E.

Any change in D.R.I.V.E. deduction amount must be submitted to the City in writing thirty (30) days prior to the effective date of such change. The Union shall, as soon as possible, notify the City if any member of the bargaining unit revokes a deduction authorization.

The Union agrees to provide the City with written notice of its address of record; and to refund to the City any amount paid to the Union in error upon presentation of supporting evidence. The Union agrees to hold the City harmless and indemnify it against any claims or liabilities initiated against the City arising from D.R.I.V.E. The Union shall assume full responsibility for the defense of such matters at its own expense.

#### 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 Union member will be conducting Union business and advise the supervisor of where the member can be reached in case of an emergency.

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

The City shall grant release time (2 hours plus travel time) to allow Primary Steward to attend training at Teamsters Local 1932.

#### New Employee Orientation

"New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means and mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

The City shall provide the Union mandatory access to its new employee orientations. The exclusive representative shall receive not less than ten (10) calendar days' notice in advance of an orientation, except that shorter notice may be provided in a specific instance where there is an urgent need critical to the City's operations that was not reasonably foreseeable.

At all new employee orientations, Union representatives shall be allowed up to thirty (30) minutes exclusive time with bargaining unit employees to explain the coverage of this Agreement, obligations and benefits of Union membership, and to provide all other pertinent information to the employees regarding the Union. Such time may be scheduled in a meeting room or other space provided by the City.

In the event the City does not conduct an in-person new employee orientation, the Union shall have thirty (30) minutes to meet with new bargaining unit employees at their worksite, within thirty (30) days of their start date, to share information. The Union Representative shall be afforded release time for the meetings described herein.

#### Unit Information

The City shall provide Teamsters Local 1932 and the assigned Business Agent with a list of all current employees in the bargaining unit, identifying any new employee hired since the last report and the position they have been assigned to. This report shall be provided every 120 days and shall include contact information and worksite locations.

#### Union Activities

The City shall allow Union representatives a reasonable amount of time to meet with their Union Business Agent once per month to discuss any issues, etc. without the loss or pay of benefits. Prior to participating in such business, the Steward shall first obtain authorization from their immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of the City operations. If

the request is denied, the immediate supervisor shall establish an alternate time convenient to the parties when the representative can be released from their work assignment.

#### **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**

Union members 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 member's immediate supervisor in accordance with operational workload and shall be taken in an area approved by the City.

#### **ARTICLE 9 - MEAL PERIODS**

Each Union member shall be granted an uninterrupted thirty (30) minute meal period away from their workstation. The member's immediate supervisor shall schedule such meal period. Union members shall be allowed to leave the premises or job site during the meal period provided that said member notifies their immediate supervisor.

#### ARTICLE 10 - TRAINING

The City will provide Union members 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 Union members 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 Union members; 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 Union members 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 member 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 member shall be reinstated in the position held at the time the leave was granted.

Failure on the part of a member 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 member'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 member will be considered to have abandoned their position and will be removed from the payroll.

#### ARTICLE 14- HOURS OF WORK

The average regular work week for full-time Union members shall be forty (40) hours. For all Union members 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, members will be assigned to a 5/40 schedule.

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

1. The City or the Union member 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. Union members 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 1/2) times their regular hourly rate of pay.
6. Union members may be assigned to or from an alternate work schedule only effective at the beginning of a biweekly pay period.

#### **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 Union members in each affected area who have the longest period of service. In determining the order of lay-offs, however, a combination of factors shall be considered, including, but not limited to: qualifications, productivity, general performance, and needs of the City. Qualifications, productivity, and general performance will be determined using the following criteria:

- a. A Union member's last four (4) performance evaluations, if in existence.
- b. Any history of member's written disciplinary action over the last four (4) years.
- c. Attendance record, including tardiness and unexcused absences over the last four (4) years.
- d. Safety record, including personal injury and damage to City property attributable to the member as determined by the City.

In the event a less senior member in a classification to be laid off has superior skills, abilities, qualifications, merit, and record, the more senior member shall be laid off.

Part-time Union members 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 Union member classification in which force reductions are in progress.

To the extent the provisions of this Article are inconsistent with Section 9, Layoff Procedures, of the Personnel Rules and Regulations Manual (PRAM), this Article will supersede. Otherwise, the process for implementation of a layoff, as described in Section 9 of the PRRM, shall govern.

Once determined that a layoff will occur, the City shall immediately let the Union know, along with the affected members.

Upon notification that a layoff will occur, the Union shall be provided with a list of affected positions and members. The Union shall have seven (7) days to request a Meet and Confer to discuss the effects of the layoff with the City.

#### **ARTICLE 16 - EMPLOYEE DISCIPLINE**

The City may initiate appropriate corrective action should a Union member 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.

#### Personnel File Review and Write up Review

Union members may request to have the final notice of a disciplinary action put into a separate, sealed folder when the member's personnel file if three (3) years have passed since the date of the notice of final discipline and there have been no further occurrences of the same nature. Requests to seal the record of a disciplinary action are subject to legal constraints and are subject to approval by the City Manager and City Attorney, each in their sole discretion. Union members desiring the sealing of a disciplinary action must make such request in writing to the City Manager. The decisions by the City Manager and City Attorney are not subject to appeal or the grievance procedure. If sealing is approved, the record of a disciplinary action will be placed into a separate folder, or the equivalent by electronic sealing methods, to ensure that the disciplinary action record can be reviewed solely by the City Manager or City Attorney, except for any review required by applicable law.

### ARTICLE 17 - APPEAL TO THE CITY COUNCIL

Union members shall be entitled to appeal any disciplinary demotion, suspension, or termination to the City Council within fourteen (14) 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, members 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 Union 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 a Union member 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 their 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 the 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 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 (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. Union members 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 members, scheduling of time for each member 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 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 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. Union members 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 Union member 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 member.

#### **ARTICLE 19- FULL AGREEMENT**

The City and the Union concur that this Agreement constitutes the entire contract between the 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, pregnancy, sexual orientation, national origin, marital status or disability, age (40 or older) or genetic information; and promote the full realization of equal opportunity through a positive and continuing program of

affirmative action. It is further agreed that no Union member 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 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, 2025 and shall remain in full force and effect until June 30, 2026. 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

If City receives \$25M in Permit and Development Fees revenue between July 1, 2025 and June 30, 2026, all Union members shall receive a six percent (6%) base salary increase effective the first full pay period following the City's receipt of at least \$25 million in permit and development fees.

If the \$25M in Permit and Development Fees revenue is not received prior to April 30, 2026, the City agrees to Meet and Confer regarding the implementation of the six percent (6%) once the receipt of at least 25 million in permit and development fees.

#### Retention Bonus

The City shall issue one retention bonus in the amount of \$1500 to all members on the first pay period following ratification of the contract, and an additional retention bonus in the amount of \$1500 on the first full pay period in December of 2025. All applicable taxes will apply.

#### 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 two percent (2%) performance bonus. To qualify for the performance bonus, the member 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% of the member's annual salary. 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 member's base wage rate. In the event that the member's performance evaluation is not completed within forty-five (45) days of the member's performance evaluation date, the member shall automatically receive the 2% performance bonus. Each member 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

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

It is the policy of the City to avoid overtime work whenever possible. In cases of emergency, however, or whenever public interest or necessity requires, any member 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 members in excess of their normal work period, regular work week, work day, or shift, unless otherwise established in a manner consistent with law.

All non-exempt members who perform authorized overtime work shall be compensated for such work at the rate of one and one-half (1 1/2%) 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.

The City shall use an overtime call list when assigning member's overtime work. Said list shall be arranged by member's classification in ascending order based on accumulated overtime hours worked as of the last pay period. When overtime is requested, the first union member listed in the appropriate classification shall be contacted. If the member is available to work, they will work the required time. If the member is not available or declines to work the overtime, the next member listed shall be called and so on until a member is available.

All Union members who decline overtime shall be charged with the actual hours worked in computing future call lists. The overtime call list will be updated each pay period and shall be posted for each member to review.

At the start of each fiscal year, the totals on the call list shall be reduced by the amount of hours credited to the first member listed in each classification.

## ARTICLE 27 - COMPENSATORY TIME

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

- Eligible members will accrue compensatory time at the rate of one and one-half (1 1/2%) times the actual number of hours worked for those hours worked in excess of the member'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. Union members 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.

- Union members 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 Union members hired by the City shall be provided with the following uniform, safety boots, and safety equipment benefits:

- The City shall provide Union members with five (5) 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 member for the shirts shall be considered pensionable compensation, and will be reported to CalPERS by the first payroll in December of each year. Union members will be responsible for maintaining the uniform shirts. Union members 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 Union members 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 members, 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.

The City shall also provide members with coveralls when assigned tasks that will result in exposure to contaminants. Members may wear shorts as part of their uniform, provided that the wearing of the shorts does not constitute a safety hazard. The City and Union will mutually agree upon the color and length of the shorts.

Union members required to wear safety boots shall be reimbursed for the actual cost of acquiring safety boots in an amount not to exceed \$300 per fiscal year.

The City shall also provide members with all of the safety equipment that may be required by federal and state occupational safety and health laws.

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

- The City shall provide members with five (5) 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. Union members will be responsible for maintaining the uniform shirts.

Union members 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 members 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.

The City shall also provide members with coveralls when members are assigned tasks that will result in exposure to contaminants. Union members may wear shorts as part of their uniform, provided that the wearing of the shorts does not constitute a safety hazard. The City and Union will mutually agree upon the color and length of the shorts.

Union members required to wear safety boots shall be reimbursed for the actual cost of acquiring safety boots in an amount not to exceed \$300 per fiscal year.

The City shall also provide members with all of the safety equipment that may be required by federal and state occupational safety and health laws.

#### ARTICLE 29 - HIGHER CLASSIFICATION PAY

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

It is agreed, however, that no member 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 member working a graveyard shift shall be compensated an additional five percent (5%) over their base wage rate and any member working a swing shift shall be compensated an additional two and a half percent (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

Union members may be assigned to standby duty at the discretion of the City. Such assignment, however, shall require prior notice to the member being assigned.

Union members assigned to standby duty shall receive:

- Three (3) hours of pay at the member's base wage rate for standby duty on a weekday.
- Six (6) hours of pay at the member's base wage rate for standby duty on a weekend or approved holiday.

Union members required to report for work during a standby assignment shall be compensated at the rate of one and one-half (1 1/2) 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. Union

members who are assigned standby duty may substitute compensatory time in lieu of pay. In addition, members 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 a member, other than Union member assigned to standby duty and receiving standby compensation, is required to report to work prior to commencement of the member's next regularly schedule work shift, said member shall be paid a minimum of two (2) hours pay at their base wage rate, or at one and one-half (1 1/2) times the base wage rate for actual hours worked in excess of member's normal assigned work schedule or whichever is greater, for each instance in which the member 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 member. Union members 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 Union member 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 member'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 Union member with higher compensation than said member would have received had the member 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 a member's occupationally related illness or injury, and the anticipated time of the individual's return to active employment.

All Union members 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**

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

Union members hired after July 1, 2011 will be eligible to receive \$120 per month as bilingual services pay (approximately \$55.38 per pay period). To qualify for bilingual services pay, bilingual services must be necessary for the member's line of work and the member must be proficient in the use of Spanish, sign language, or other language approved by the Personnel Officer. Union members shall be deemed proficient in Spanish, sign language, or other language approved by the Personnel Officer through a testing process established by the City.

#### **ARTICLE 35 – AUTOMOTIVE SERVICE EXCELLENCE CERTIFICATION PREMIUM**

Upon completion of all course work required in order to qualify for issuance of the National Institute for Automotive Service Excellence Certification (NLASE) and timely submission of the certificate to the Human Resource Manager, the Mechanic/Sr. Mechanic shall receive the National Institute for Automotive Service Excellence Certification Premium of a 5% increase over their base wage. In accordance to the California Public Employees' Retirement Law (PERL), the National Institute of Automotive Service Excellence Premium is to be pensionable.

Mechanic/Sr. Mechanic who, as of the date of approval of this amendment to the MOU, possess the National Institute for Automotive Service Excellence certificate shall receive the 5% increase over their base wage as described in the preceding paragraphs retroactively to July 1, 2022, or the date of which they attained such certification if such certification was attained after July 1, 2022. Mechanic/Sr. Mechanics are responsible for submitting proof of certification to the Human Resources Department. Any Mechanic/Sr. Mechanic attaining National Institute for Automotive Service Excellence Certification after the date to which this MOU amendment is signed shall be eligible for the 5% beginning the first full day of the pay period following submittal of the National Institute for Automotive Service Excellence certification to the City's Human Resources Department. No retroactive pay will be paid for delay in submitting certification to the Human Resources Department. Mechanic/Sr. Mechanic are encouraged to submit proof of certification as soon as possible after issuance of the certificate to avoid delay in payment of the stipend.

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

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

If the member separates employment three (3) years following receipt of tuition reimbursement, member will be required to reimburse the City for such funds. The member's check may be deducted equal to the total funds that the member received for the preceding three (3) year period.

#### **ARTICLE 37- 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 member 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 member's current salary exceed the maximum step of the salary range in which the position is classified, the salary of such member 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 member's actual salary.

## SECTION 3 – RETIREMENT

### ARTICLE 38 - 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 members 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 members hired by the City prior to July 1, 2010, the City shall assume the 2% of the employees portion of the retirement contribution to CalPERS in the first year of the contract, 1% of the employees portion of the retirement contribution to CalPERS in the second year of the contract, and 0% of the employees 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% percent of regular compensation.
- For all 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 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 AS 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 39- 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 1). 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**

<b>PLAN NAME (Includes Basic Plans &amp; Supplement / Managed Medicare)</b>	<b>MAXIMUM MONTHLY CONTRIBUTION PAID BY THE CITY *</b>	<b>MONTHLY PEMHCA MINIMUM CONTRIBUTION PAID DIRECTLY TO CALPERS</b>	<b>MAXIMUM REIMBURSEMENT AMOUNT PAID</b>
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</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	Difference between the <i>Monthly Maximum Contribution Paid by the City</i> less the <i>Monthly</i>
PERS-Select PPO	\$454.10	To be determined based on the updated CalPERS PEMHCA Minimum Employer Rate as published by CalPERS.	Difference between the <i>Monthly Maximum Contribution Paid by the City</i> less the <i>Monthly PEMHCA Minimum</i>

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

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 1<sup>st</sup> 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 members 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 I RETIREE MEDICAL PROGRAM**

ELIGIBILITY STATUS	MAXIMUM MONTHLY CONTRIBUTION	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> .
<p>• 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.</p>			

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 1<sup>ST</sup> of each month or the business day prior should the 1<sup>st</sup> 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 40 - HOLIDAYS

During the term of this agreement, the City will create a Holiday Leave Bank for each Union member. On July 1<sup>st</sup> of each year, every member's Holiday Leave Bank will be credited with fifteen (15) days of holiday leave time in recognition of the fifteen (15) paid holidays that the City recognizes annually, with each of those holidays being observed at the members assigned work schedule. The fifteen (15) holidays recognized by the City are as follows:

Holiday	Day
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 <sup>th</sup>
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

#### Winter Holiday Hours

The City and the Union mutually agree to the closure of the City for business during the winter holiday period as follows: December 24 through January 1 of each year. In conjunction with the City paid holiday time (Christmas Eve, Christmas Day, New Year's Eve Day) the Winter Holiday dates will be City paid holiday time for the Union members based on the amount of hours the member is scheduled to work on the holiday, and will have no cash value.

In the event the Winter Holiday hours cannot be taken as time off, the member may bank the hours not used. The Winter Holiday bank should not exceed a total of eight (8) days. Any hours above the eight (8) days, will be forfeited.

Any unused undistributed holiday hours remaining as of June 30<sup>th</sup>, with the exception of the Winter Holiday Hours, of each year shall be distributed to the member in cash on the first pay period of the fiscal year.

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 member'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 41 - VACATION**

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

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

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

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

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

**ARTICLE 42- SICK LEAVE**

Union members shall accrue sick leave at the rate of four hours (4) per pay period. There shall be no accrual limit for sick leave.

Upon bona fide retirement from the City through CalPERS, members may receive payment of accrued sick leave, up to a maximum of 600 hours. Payment shall be made at the member's rate of pay at the time of retirement. In addition, the City will offer members 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 a member who is separating employment with the City.

**ARTICLE 43 - BEREAVEMENT LEAVE**

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

Union members 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 member's immediate supervisor.

#### ARTICLE 44 - JURY LEAVE

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

A member 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 member notifies the immediate supervisor of the absence and the reason for that absence. In such cases, the member shall be deemed to have completed the member's regularly scheduled shift assignment. Union members are required to deliver to the City's payroll department a "Jury Duty Certification" form at the conclusion of jury service, verifying the member's jury service.

#### ARTICLE 45 - MILITARY LEAVE

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

Military Leave shall be granted in compliance with all applicable state and federal laws, including but not limited to the Uniformed Services Employment and Reemployment Rights Act (USERRA). Union members who are members of the uniformed services, including the reserves, will be entitled to take leave to perform their military duties without fear of adverse employment consequences.

Seniority and other employment benefits will continue to accrue during periods of military leave, as though the members had remained continuously employed. Upon return from military service, including training or drill obligations as a reservist, the member will be reinstated to their prior position or a position of comparable seniority, status, and pay, in accordance with legal requirements.

Union members returning from military leave, including reservists completing training or drills, will be provided with training, resources, or guidance to help reintegrate into the workplace. The City of Barstow commits to fostering a supportive environment to ensure employees transition back into their roles smoothly and successfully.

Requests for military leave should be submitted in writing to the employer as far in advance as possible, along with any supporting documentation. The employer will maintain open communication with the member regarding the anticipated duration of their leave and their expected return date. The cumulative period of military service must not have exceeded five (5) years.

No member shall face retaliation or discrimination as a result of exercising their right to military leave. The employer is fully committed to upholding anti-retaliation protections outlined in applicable state and federal laws.

Additionally, military family leave will be provided for eligible members who are spouses, dependents, or close family members of military personnel. This leave will support individuals

during key moments related to their loved one's military service, including deployment preparation, relocation assistance, or care during recovery from service-related medical conditions. Union members requesting military family leave must provide documentation to substantiate the need, and the employer will work closely with them to accommodate their responsibilities.

## SECTION 5 - INSURANCE

### ARTICLE 46 - CAFETERIA PLAN

Those Union members who elect to receive medical coverage through the City will receive a monthly allowance based on the enrolled medical benefit coverage elected 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 member's deferred compensation account, or be used towards any additional City sponsored insurance programs.

**Employee Only:** is eligible for a monthly allowance of \$1100 per month that may be used to enroll in the medical coverage, dental, and vision plans. Any unused remainder may be taken as cash, put in the member's deferred compensation account, or be used towards any additional City sponsored insurance programs.

**Employee plus 1:** is eligible for a monthly allowance of \$1500 per month that may be used to enroll in the medical coverage, dental, and vision plans. Any unused remainder may be taken as cash, put in the member's deferred compensation account, or be used towards any additional City sponsored insurance programs.

**Employee plus Family:** is eligible for a monthly allowance of \$1900 per month that may be used to enroll in the medical coverage, dental, and vision plans. Any unused remainder may be taken as cash, put in the member's deferred compensation account, or be used towards any additional City sponsored insurance programs.

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

Union members hired after July 1, 2025, who can provide proof of medical insurance coverage through an alternative source shall be eligible to receive \$2000 annually (approx. \$76.92 per pay period).

### ARTICLE 47 - MEDICAL INSURANCE

The City shall offer participation in a medical insurance plan.

### ARTICLE 48 - DENTAL INSURANCE

The City shall offer participation in a dental insurance plan.

### ARTICLE 49 - VISION INSURANCE

The City shall offer participation in a vision insurance plan.

### ARTICLE 50 - LIFE INSURANCE

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

### ARTICLE 51- STATE DISABILITY INSURANCE

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

**ARTICLE 52 - LONG TERM DISABILITY**

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

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

**TEAMSTERS LOCAL 1932**  
**UNIT 1**

**CITY OF BARSTOW**

By: \_\_\_\_\_

UNION PRESIDENT

By:  \_\_\_\_\_

ROCHELLE CLAYTON, CITY MANAGER

By: \_\_\_\_\_  
LABOR RELATIONS REPRESENTATIVE

DATE: \_\_\_\_\_

DATE: 10/21/2025

APPROVED BY CITY COUNCIL ON DATE

ARTICLE 52 - LONG TERM DISABILITY

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

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

TEAMSTERS LOCAL 1932  
UNIT 1

CITY OF BARSTOW

By: Kathleen Brennan

By: [Signature]

UNION PRESIDENT

ROCHELLE CLAYTON, CITY MANAGER

By: [Signature]  
LABOR RELATIONS REPRESENTATIVE

DATE: 10/31/2025

DATE: 10/21/2025

APPROVED BY CITY COUNCIL ON DATE