

1 Code, the City's negotiating team has met on several occasions with the SBCMA and
2 have exchanged bargaining proposals, financial and other information in order to
3 negotiate in good faith concerning modifications to the terms and conditions of
4 employment consistent with the provisions in the Pendency Plan; and,

5 WHEREAS, the City must present a balanced financial plan, or Pendency
6 Plan, for the General Fund that allows the City to continue to provide effective
7 service, and the Pendency Plan constitutes an emergency within the meaning of the
8 Meyers-Milias-Brown Act, Government Code section 3504.5; and

9 WHEREAS, after having met, the City and the SBCMA have reached
10 agreement on certain terms and conditions as set forth below.

11 **NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON
12 COUNCIL OF THE CITY OF SAN BERNARDINO AS FOLLOWS:**

13 **SECTION 1.** The following terms and conditions of employment for San
14 Bernardino Management/Confidential Employees Unit members are approved for
15 implementation effective February 1, 2013:

- 16 1. CalPERS Retirement Formulas: For all employees employed on or before
17 10/3/11, 2.7% @ 55; Employees hired on or after 10/4/11 to 12/31/12, 2%
18 @ 55; Employees hired on or after 1/1/13, 2% @ 62.
- 19 2. Cost Sharing of CalPERS Benefits: All employees hired on or before
20 December 31, 2012 shall contribute 9.304% to the CalPERS benefit
21 representing 50% of the normal cost of benefits as determined by
22 CalPERS for the 2013-2014 fiscal year. Employees hired on or after
23 January 1, 2013, shall contribute 50% of the normal contributions
24 consistent with the provisions of the Public Employees Pension Reform
25 Act of 2013 (PEPRA). The provisions of Section 414(h)(2) of the Internal
26 Revenue Code (IRC) are applicable to contributions designated as
27 employee contributions made by the City of San Bernardino to the
28 CalPERS and are hereby incorporated herein.
3. Salary Concessions: All salary concessions previously agreed to by the
City and the SBCMA shall be restored to their prior level and all bargaining

1 unit employees will resume working a forty (40) hour week. Education
2 Tuition Assistance will no longer be suspended. Bargaining unit members
3 who are so entitled shall continue to receive eighty (80) hours per fiscal
4 year of administrative leave.

- 4 4. Post-Retirement Medical Benefits: Employees hired on or after January 1,
5 2013, shall not be eligible to receive payments for retiree medical benefits.
6 The City shall reserve all rights to modify retiree medical plans and the
7 amount of contributions paid by the City.
- 8 5. Deferral of Payments for Accrued Leaves: All payments for accrued sick
9 leave, vacation, and holiday leave time to which employees may be
10 entitled prior to separation from employment (sell-backs) shall remain
11 deferred in accordance with the action of the Common Council on August
12 6, 2012. All payments for cash-outs upon separation for all accrued sick,
13 vacation and holiday leave shall remain deferred in accordance with the
14 action of the Common Council on August 6, 2012.
- 15 6. Vacation Leave Accrual Caps: Effective July 1, 2013, a bargaining unit
16 employee may only accrue vacation leave hours as follows: 1 through 5
17 years of service: up to 160 hours; 6 through the completion of 15 years of
18 service: up to 240 hours; 16 through the completion of 20 years of
19 service: up to 320; and, 21 or more years of service: up to 400 hours. Any
20 hours in excess of these caps shall be cashed out on July 1, 2013. Once
21 the cap has been reached, a bargaining unit member may not accrue any
22 additional hours until the employee's accrued leave is below the cap.
- 23 7. Sick Leave Accrual Caps: Effective February 1, 2013, all bargaining unit
24 employees may only accrue a maximum of 1040 hours of sick leave. All
25 bargaining unit employees with accrued sick leave hours in excess of 900
26 hours on February 1, 2013, will have those excess hours converted to a
27 separate excess sick leave bank (ESL). Effective July 1, 2013, 24 hours
28 from the ESL shall be cashed out each quarter of the fiscal year. Fifty
percent (50%) of any remaining balances in the ESL at the time of

1 separation shall revert to a PEHP trust or a 401(a). Sick leave earned on
2 or after February 1, 2013, is subject to the 1040 cap. At the time of
3 separation, any employee having six (6) or more years of service, shall
4 convert unused sick leave earned after February 1, 2013 to a PEHP or a
5 401(a) as follows: 288 hours or less accrued = no conversion; 289-479
6 hours = 20% of accrued sick leave; 480-959 hours = 25%; 960 or more
7 hours = 35%.

- 8 8. Family Sick Leave: SBCMA bargaining unit members may use unlimited
9 sick leave for the care of an immediate family member. Immediate family
10 member means husband, wife, grandmother, grandfather, mother, father,
11 sister, brother, son, daughter, mother-in-law, father-in-law, sister-in-law,
12 brother-in-law, daughter-in-law, son-in-law, or domestic partner.
- 13 9. Standard Tour of Duty: The standard tour of duty for SBCMA employees
14 assigned to City Hall (exclusive of the City Attorney's Office) shall be a
15 4/10 work schedule, (a forty (40) hour workweek consisting of four (4) ten
16 (10) hour days with Fridays off). The City may change the standard tour of
17 duty as required. The City shall generally give employees two (2) weeks'
18 notice of any proposed changes to the standard tour of duty. Emergency
19 situations are exempted from the two (2) weeks' notice provision.
- 20 10. Term: The terms and conditions set forth herein shall be in effect from
21 February 1, 2013, through June 30, 2014, and the Pre-petition Agreement
22 shall continue to apply except as expressly set forth herein. The City and
23 the SBCMA agree to reopen negotiations in January 2014 for a successor
24 agreement. The City and the SBCMA agree to continue negotiating with
25 the intent of reaching a comprehensive agreement including both
26 economic and non-economic benefits and to discuss relative Chapter 9
27 Plan of Adjustment issues.
- 28 11. Bankruptcy Reservation of Rights: The parties agree that all of the rights of
the parties are reserved with respect to the existing prepetition
Memorandum of Understanding and any amendment(s) thereof

1 RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN
2 BERNARDINO ADOPTING TERMS AND CONDITIONS OF EMPLOYMENT FOR
3 SAN BERNARDINO MANAGEMENT/CONFIDENTIAL ASSOCIATION (SBCMA).

4 I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the
5 Mayor and Common Council of the City of San Bernardino at a
6 joint adjourned/special meeting thereof, held on the 28th day of January,
7 2013, by the following vote, to wit:

8 Council Members:	AYES	NAYS	ABSTAIN	ABSENT
9 MARQUEZ	<u>X</u>	_____	_____	_____
10 JENKINS	<u>X</u>	_____	_____	_____
11 VALDIVIA	_____	<u>X</u>	_____	_____
12 SHORETT	<u>X</u>	_____	_____	_____
13 KELLEY	_____	<u>X</u>	_____	_____
14 JOHNSON	<u>X</u>	_____	_____	_____
15 MCCAMMACK	<u>X</u>	_____	_____	_____

18 
19 Georgeann Hanna, City Clerk

20 The foregoing Resolution is hereby approved this 30th day of January,
21 2013.

22 
23 Patrick J. Morris, Mayor
24 City of San Bernardino

25 Approved as to form:
26 JAMES F. PENMAN,
27 City Attorney
28 By: 