

RESOLUTION NO. 2015-271

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF SAN BERNARDINO AND THE SAN BERNARDINO POLICE OFFICERS' ASSOCIATION (SBPOA) AND A SIDE LETTER AGREEMENT BETWEEN THE CITY OF SAN BERNARDINO AND THE GENERAL UNIT EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE) AMENDING THE TERMS AND CONDITIONS OF EMPLOYMENT.

BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNADINO AS FOLLOWS:

SECTION 1. The City Manager and the Deputy City Manager of the City of San Bernardino are hereby authorized and directed to execute on behalf of said City a Side Letter Agreement to Resolution No. 2015-173 with the SBPOA detailed in Exhibit A to this resolution.

SECTION 2. The City Manager and the Deputy City Manager of the City of San Bernardino are hereby authorized and directed to execute on behalf of said City a Side Letter Agreement to Resolution No. 2015-217 with the General Unit Employees detailed in Exhibit B to this resolution.

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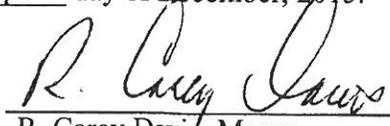
1 **RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF**
 2 **SAN BERNARDINO APPROVING A SIDE LETTER AGREEMENT BETWEEN THE**
 3 **CITY OF SAN BERNARDINO AND THE SAN BERNARDINO POLICE OFFICERS'**
 4 **ASSOCIATION (SBPOA) AND A SIDE LETTER AGREEMENT BETWEEN THE**
 5 **CITY OF SAN BERNARDINO AND THE GENERAL UNIT EMPLOYEES**
 6 **REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING**
 7 **ENGINEERS (IUOE) AMENDING THE TERMS AND CONDITIONS OF**
 8 **EMPLOYMENT.**

9 I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Mayor
 10 and Common Council of the City of San Bernardino at a joint regular meeting thereof, held on
 11 the 7th day of December, 2015, by the following vote, to wit:

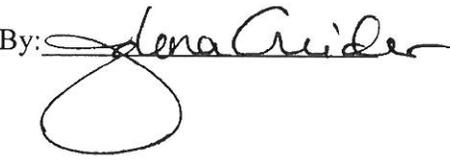
12	<u>Council Members:</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
13	MARQUEZ	<u>X</u>	_____	_____	_____
14	BARRIOS	<u>X</u>	_____	_____	_____
15	VALDIVIA	<u>X</u>	_____	_____	_____
16	SHORETT	<u>X</u>	_____	_____	_____
17	NICKEL	<u>X</u>	_____	_____	_____
18	JOHNSON	<u>X</u>	_____	_____	_____
19	MULVIHILL	<u>X</u>	_____	_____	_____

20 
 21 Georgeana Hanna, CMC, City Clerk

22 The foregoing Resolution is hereby approved this 11th day of December, 2015.

23 
 24 R. Carey Davis, Mayor
 25 City of San Bernardino

26 Approved as to form:
 27 Gary D. Saenz, City Attorney

28 By: 

Side Letter Agreement between the City of San Bernardino ("City") and the General Unit Employees represented by the International Union of Operating Engineers (IUOE) amending the terms and conditions of employment.

The following sets forth the Amendment to Side Letter Resolution 2015-217 for full-time, non-safety, General Unit employees, Article V – Leaves – Pre-Petition Leave Balances. The remainder of the resolution remains in effect with the following change.

ARTICLE V – LEAVES

NEW SECTION – Pre-Petition Leave Balances

This section affects those General Unit employees employed by the City on the approval date of this Side Letter Agreement who had existing leave accruals for vacation leave, sick leave and holiday leave on August 1, 2012.

All vacation leave balances, sick leave balances and holiday leave balances that all employees in this bargaining group had accrued as of August 1, 2012 ("pre-petition leave") will be separated from post August 1, 2012 leave accruals ("post-petition leave") in each of these leave categories.

Pre-petition leave balances, including vacation leave, sick leave and holiday leave, may be utilized by employees in this bargaining group. However, employees are *required* to utilize all post-petition leave accruals in each category before they utilize any pre-petition leave accruals in the same leave category.

Upon separation from employment with the City, employees will receive payment for any post-petition leave balances according to the terms and conditions outlined in their existing Memorandums of Understanding/Side Letter Agreements and the final paragraph of this section.

Upon separation from employment with the City, employees will *not* receive payment for any pre-petition leave balances. The monetary value of all pre-petition leave bank accruals will be placed in the unsecured creditors' pool and be the subject of distribution as part of the bankruptcy unsecured creditors' pool. Upon final approval of the City's Plan of Adjustment by the Bankruptcy Court, any remaining pre-petition leave balances, although available for use by current employees, will have no cash value to current employees upon separation from employment with the City.

Upon separation from employment with the City, with the exception of post-petition vacation accruals, all post-petition leave accruals will be deferred pending the final approval and effective date of a Plan of Adjustment by the Bankruptcy Court.

Side Letter Agreement between the City of San Bernardino ("City") and the San Bernardino Police Officers' Association (SBPOA) Police Safety Employees amending the terms and conditions of employment.

The following sets forth the Amendment to Resolution 2015-173 for full-time, Police Safety Employees – Leaves – Pre-Petition Leave Balances. The remainder of the resolution remains in effect with the following change.

ARTICLE V – LEAVES

NEW SECTION – Pre-Petition Leave Balances

This section affects those SBPOA Police Safety Employees employed by the City on the approval date of this Side Letter Agreement who had existing leave accruals for vacation leave, sick leave and holiday leave on August 1, 2012.

All vacation leave balances, sick leave balances and holiday leave balances that all employees in this bargaining group had accrued as of August 1, 2012 ("pre-petition leave") will be separated from post August 1, 2012 leave accruals ("post-petition leave") in each of these leave categories.

Pre-petition leave balances, including vacation leave, sick leave and holiday leave, may be utilized by employees in this bargaining group. However, employees are *required* to utilize all post-petition leave accruals in each category before they utilize any pre-petition leave accruals in the same leave category.

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Upon separation from employment with the City, with the exception of post-petition vacation accruals, all post-petition leave accruals will be deferred pending the final approval and effective date of a Plan of Adjustment by the Bankruptcy Court.