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RESOLUTION NO. 2015-255

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO ESTABLISHING THE SAN BERNARDINO POLICE MANAGEMENT ASSOCIATION EMPLOYEE COMPENSATION AND BENEFITS PLAN.

WHEREAS, the City and the San Bernardino Police Management Association (“SBPMA”) have met and conferred in good faith pursuant to California Government Code Section 3500 et seq. and have reached agreement on compensation, benefits and other terms and conditions of employment;

WHEREAS, the City and the SBPMA desire to memorialize such terms through the adoption of this Resolution;

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

SECTION 1. The Mayor and Common Council hereby establish a Police Management Employee Compensation and Benefits Plan which defines the wages and benefits of those employees whose positions are a part of the Police Management and are represented by the San Bernardino Police Management Association (SBPMA).

SECTION 2. The Police Management Employee Compensation and Benefits Plan (Plan) shall be as follows:

A. Recognized Employee Classifications:

1. Assistant Chief of Police
2. Police Captain
3. Police Lieutenant

B. Compensation – Salaries:

For each year that this Agreement is in effect, the monthly salaries of local safety members of the San Bernardino Police Management Association shall be increased by 3.5%. In addition, salary surveys shall be conducted annually, in accordance with the City Charter, Article X, Section 186 and consistent with the interpretation and methodology currently utilized by the City. In the event that the annual salary adjustment for each classification surveyed exceeds 3.5%, the higher amount shall determine the salary for that classification. Salary increases shall be effective August 1 in accordance with the City Charter. The provisions of this section shall continue during the term of this Agreement regardless of whether City Charter Section 186 is repealed or otherwise modified.

1 **C. Compensation – PERS/Retirement Plan:**

2 a) Retirement formulas:

- 3 1) Employees hired prior to September 1, 2011 shall receive a 3% @ 50
4 retirement benefit;
- 5 2) Employees hired between September 1, 2011 and December 31, 2012 shall
6 receive a 3% @ 55 retirement benefit;
- 7 3) Employees hired between January 1, 2013 and December 31, 2015 shall receive
8 a 2.7% @ 57 retirement benefit in accordance with the Public Employees’
9 Pension Reform Act (PEPRA);
- 10 4) Employees hired on or after January 1, 2016 shall receive a 2.5% @ 57
11 retirement benefit in accordance with PEPRA.

12 b) Contributions/Cost Sharing: As of the effective date of this Agreement, legacy or
13 classic employees as defined under CalPERS law shall contribute 9% for the first
14 two years of the Agreement and for the next three years, legacy or classic
15 employees shall contribute 12% (9% employee share and 3% employer
16 share).PEPRA employees shall contribute 50% of the normal cost as defined
17 under the Act.

18 c) The “post survivors retirement” benefit in accordance with § 21624 and § 21635
19 of the Public Employees’ Retirement Law (PERL) that is currently provided by
20 the City in its contract with CalPERS agreement will be referenced in the new
21 MOU.

22 **D. Compensation - Reimbursable Overtime for Working Contractual Events:**

23 Lieutenants and Captains who are required to work special events where the City has
24 contracts with third parties to provide public safety services and where the third
25 parties pay for the cost of such labor services, shall be entitled to be paid overtime,
26 (either straight time or premium overtime) in accordance with the contract between
27 the City and the third party. The City and the SBPMA acknowledge that this
28 provision shall not result in any additional cost to the City.

29 **E. Education and Professional Development:**

30 The current SBPMA Manager’s Professional Development reimbursement policy
31 shall be amended to include attendance at job related training, seminars, conferences,
32 classes, and membership in professional organizations within the City of San
33 Bernardino determined to be appropriate by the Chief of Police. Any reimbursement
34 for these activities shall be limited to membership dues, fees for attendance and/or

1 materials only and classes must be taken on the employee's own time and shall not
2 exceed \$750.00/year for each SBPMA member. Employees shall not be entitled to be
3 reimbursed for travel expenses. Eligibility for reimbursement shall be within the sole
4 discretion of the Chief of Police and shall be dependent on availability of funding.

4 **F. Pre-Petition Leave Banks:**

5 The monetary value of all pre-petition leave bank accruals, including without
6 limitation, vacation, sick leave, concession leave, and holiday leave, will be the
7 subject of distribution as part of the bankruptcy unsecured creditors' pool. All leave
8 balances accrued on or before August 1, 2012 (Pre-Petition Leave) shall be placed in
9 the unsecured creditors' pool and will not be available for cash-out (or the cash
10 equivalent by the SBPMA members. This position is consistent with the Recovery
11 Plan adopted by the City Council on May 18, 2015. Under the City's Recovery Plan,
12 all City employees are subject to these restrictions on pre-petition leaves.

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

14 With the exception of pre-petition concession leave accruals, pre-petition leave
15 balances, including vacation leave, sick leave and holiday leave, may be utilized by
16 employees in this bargaining group. However, employees are *required* to utilize all
17 post-petition leave accruals in each category before they utilize any pre-petition leave
18 accruals in the same leave category. All pre-petition concession leave balances shall
19 be placed in the unsecured creditors' pool and will not be available for use by
20 SBPMA members.

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

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

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

1 post-petition leave accruals will be compensated in accordance with the terms of any
2 Resolution adopted by the Mayor and Common Council regarding such payout or by
3 the terms of any other agreement(s) between the City and the SBPMA.

4 **G. Vacation Leave Accruals:**

5 All employees within the bargaining unit covered by this MOU shall be entitled to
6 annual paid vacations as follows:

7 Completed Years of Continuous Service*	Rate of Accrual Per Pay Period	Equivalent Hours Per Year
8 1 year**	3.33 hours	80 hours
9 5 years	5.0 hours	120 hours
10 15 years	6.667 hours	160 hours
20 years	8.33 hours	200 hours

11 *Service year begins on initial date of employment in a full-time regular status.

12 **No vacation granted or accrued, if service is less than one year.

13 Bargaining unit employees may only accrue maximum vacation leave hours as
14 follows: 1 through 5 years of service: up to 160 hours; 6 through the completion of
15 15 years of service: up to 240 hours; 16 through the completion of 20 years of service:
16 up to 320; and, 21 or more years of service: up to 400 hours. Once the cap has been
17 reached, an employee may not accrue any additional hours until the employee's
18 accrued leave is below the cap.

19 **H. Holidays:**

20 All participants shall receive the following paid holidays:

21 New Year's Day	January 1 st
22 Martin Luther King Day	3 rd Monday in January
23 President's Day	3 rd Monday in February
24 Memorial Day	Last Monday in May
25 Independence Day	July 4 th
26 Labor Day	1 st Monday in September
27 Veteran's Day	November 11 th
28 Thanksgiving	4 th Thursday in November
Day-After Thanksgiving	4 th or 5 th Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year's Eve	December 31 st

Two (2) Floating Holidays (18 holiday hours)

1 Holidays listed above shall be allowed on a Monday, if any such holiday falls on
2 Sunday, and shall be allowed on the preceding Friday, if such holiday falls on a
3 Saturday, for all employees except those covered by other provisions herein. If the
4 Christmas and New Year holidays occur on Mondays, these holidays and the holiday
5 eves will be observed on Mondays and Tuesdays.

6 Holidays will accrue at nine (9) hours per holiday. Holidays earned in any twelve-
7 month period are not accumulative beyond the total number of holidays allowed each
8 year by this pay plan. Employees may not exceed a balance of 126 hours at any time.

9 SBPMA members shall be paid for his/her holiday account balance, upon separation
10 from the City.

11 **I. Sick Leave Accrual Caps:**

12 Sick leave earned on or after February 1, 2013 shall be capped at 1040 hours. At the
13 time of separation from service, any employee having fifteen (15) years of continuous
14 service with the City of San Bernardino, may cash out up to 50% of the unused post-
15 petition sick leave. At the time of separation from service, any employee having 20
16 years or continuous service with the City of San Bernardino may cash out up to 75%
17 of unused post-petition sick leave.

18 **J. Family Sick Leave:**

19 SBPMA bargaining unit members may use unlimited sick leave for the care of an
20 immediate family member. Immediate family member means husband, wife,
21 grandmother, grandfather, mother, father, sister, brother, son, daughter, mother-in-
22 law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law,
23 domestic partner.

24 **K. Optional Cell Phone Allowance:**

25 Employees who are required to have cell phones for conducting City and Department
26 business may, in lieu of receiving a City issued paid cell phone, elect to maintain a
27 personal cell phone for that purpose. Employees who select this option are entitled to
28 be reimbursed \$65.00 per month.

L. Technology Reimbursement:

Employees are eligible for a \$1,000.00 reimbursement for technology purchases every
two years commencing July 1, 2015. Technology purchases include but are not
limited to desktop computers, laptops, tablets, and cellular phones. Employees are
required to submit a receipt verifying the purchase(s). The purchase shall not be
limited to a single item but can be multiple items with a cumulative reimbursement
not to exceed \$1,000.00 every two years.

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2 **M. Fringe Benefits, Health/Life Insurance – Active Employees:**

3 In Plan Year (Calendar Year) 2016, the City’s contribution toward medical, dental,
4 vision care premiums will be paid at \$949.87 (Employee Only), \$991.84 (Employee
+ 1), and \$1174.72 (Employee + family), using the Kaiser premiums then in effect.

5 Thereafter, the City and the SBPMA will share 50-50 of the dollar increase to the
6 Kaiser premiums for the next two years of the Agreement. During years four and five
7 of the Agreement, the 50-50 cost sharing of the increased Kaiser premiums would be
8 continued, however, the City’s contribution during the last 2 years of the Agreement
9 would be capped at 3% per year. At the end of the Agreement, the 3% cap would
10 sunset, unless otherwise modified by the City and the SBPMA. The amount of the
11 City’s contribution is based on the selection of the “medical” enrollment category. If
an employee elects “employee only” medical coverage, then the “employee
only” allowance is given to the employee. Any contribution not utilized by the
employee shall revert to the City.

12 An employee who does not want to enroll in any health care plan offered by
13 the City must provide evidence of group health care insurance coverage, and
14 execute a “Waiver of Benefits and Release Agreement” releasing the City from any
15 responsibility or liability to provide health care insurance coverage on an annual
16 basis. For calendar year 2016, employees who waive the City’s health care
17 insurance shall receive a stipend of \$2,500 on December 15th, 2016. The amount
18 of the stipend shall be determined by the City on an annual basis. Such payment is
19 not considered compensation for purposes of CalPERS and is subject to state
and federal taxes. Employees participating in this option are required to waive all
medical, dental, and vision insurance coverage from the City. The SBPMA agrees to
participate in the City’s Joint Labor-Management Health Benefits Committee
20 (“Committee”) to evaluate, on an annual basis, City -wide plan designs for health
21 care. All plan designs and City contributions shall be effective January 1st annually.

22 The amount of the City’s contribution is based on the selection of the” “medical”
23 enrollment category. For example, if an employee elects “employee only” medical
24 coverage, then the “employee only” allowance is given to the employee. As another
25 example, if an employee elects “employee plus family” medical coverage, then the
26 “employee plus family” contribution is provided to the employee. Any contribution
27 not utilized by the employee shall revert to the City.

28 Employees must purchase insurance offered through the City in order to utilize the
contributions described above. Insurance benefits available for purchase by
employees include: medical, dental, vision, and supplemental life and accidental death
and dismemberment insurance. However, City contributions cannot be used for any
voluntary benefits offered to members through Colonial Life.

1 Employees must be in a paid status for fifteen (15) consecutive days in any given
2 month to receive the benefits of this Article, unless the employee is on a qualifying
3 approved leave, such as Family Medical Leave, and is eligible for benefit continuation
4 under applicable State or Federal law.

4 **N. Housing Incentives:**

5 During the term of this Agreement, the City shall provide HUD housing incentives
6 to members wishing to purchase homes within the City of San Bernardino
7 ("Community Revitalization Program"). Such incentives shall represent a 50%
8 discount from the list price of the home. All participants in this program must commit
9 to live in the property for three (3) years. The City shall provide to the SBPMA a
10 summary of the terms of this Community Revitalization Program.

9 **O. Additional Items:**

- 11 1. Uniform Allowance. SBPMA members shall receive an annual uniform
12 allowance of \$950 to be paid in a lump sum on or before March each year of
13 the term of this agreement.
- 14 2. POST Incentive Pay; Special Certification Pay. SBPMA members may
15 receive additional compensation for obtaining a POST certificate as set forth
16 below. Such additional payment for certificates is not cumulative and the
17 SBPMA member is only entitled to additional compensation only for the
18 highest level certificate earned.
 - 19 a. All SBPMA members who obtain a POST Intermediate Certificate shall
20 receive two hundred dollars (\$200) additional compensation per month.
 - 21 b. All SBPMA members who obtain a POST Advanced Certificate shall
22 receive two hundred fifty dollars (\$250) additional compensation per
23 month.
 - 24 c. All SBPMA members who obtain a POST Supervisory Certificate shall
25 receive two hundred seventy-five dollars (\$275) additional compensation
26 per month.
 - 27 d. All SBPMA members who obtain a POST Management Certificate shall
28 receive four hundred fifty dollars (\$450) additional compensation per
month.
3. Administrative Leave. In lieu of monetary compensation, all forty (40)
hour/week SBPMA employees shall be assigned eighty (80) hours of
Administrative Leave per year each July 1st. Administrative Leave shall not be
carried beyond the end of any fiscal year and shall not be paid for at any time.
4. Deferred Compensation. The City shall provide for a deferred compensation
plan for all SBPMA members.

- 1 5. Long-Term Disability Insurance. The City shall provide long term disability
2 insurance for all SBPMA members. Subject to the usual provisions and
3 exclusions of such insurance plans, the coverage shall be for sixty percent
4 (60%) of salary after a sixty (60) calendar day elimination period, for a
5 maximum period of two years. An SBPMA employee shall not be required to
6 exhaust his or her sick leave to receive benefits.
- 7 6. Life and Accidental Death & Dismemberment (AD&D) Insurance. The City
8 shall provide Term Life of fifty thousand dollars (\$50,000) and Accidental
9 Death and Dismemberment Insurance of fifty thousand dollars (\$50,000).

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13 **P. Per Diem Policy:**

14 The City shall pay employees per diem rates for authorized travel and lodging related
15 to attendance at schools, training, and other approved work related duties. Per Diem
16 rates will be determined by location and destination of the school or business attended
17 and in accordance with the guidelines the U.S. General Services Administration.
18 Requirements for receiving per diem expenses will be provided in the City of San
19 Bernardino's Department/Director Letter, No. 32.

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23 **Q. General Provisions:**

- 24 1. The Term of this Agreement shall be five (5) years, commencing on July 1,
25 2015. The dates of this Agreement shall be:
- 26 • 2015 - 2016;
 - 27 • 2016 - 2017;
 - 28 • 2017 - 2018;
 - 2018 - 2019; and
 - 2019 - 2020.
2. In January 2020, either Party may submit to the other, a written request to
bargain for a successor agreement, including a list of proposals on economic
or non - economic issues.
3. The compensation, benefits, and other terms and conditions of employment
shall supersede and replace any and all prior Resolutions, Side Letters, or any
other Agreements.

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32 **R. Bankruptcy Provisions and Release of Claims:**

- 33 1. The above terms and conditions will become effective upon execution by the
34 parties, provided, however, that the terms will become null and void and of no
35 further effect if the City's Plan of Adjustment is not approved by the Bankruptcy
36 Court.

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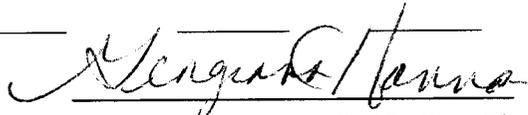
2. The City will append this Resolution to its Plan of Adjustment (“Plan”), and the Plan and confirmation order shall provide for Court approval of the terms set forth herein.
3. Under the Plan all claims of the SBPMA and its members with respect to wages, pensions (including implementation of cost sharing and elimination of the EPMC benefit), other benefits and other terms and conditions of employment that arose prior to the date of the confirmation of the Plan, including, without limitations, all claims arising from the City’s changes to the terms and conditions of employment and/or rejection of any prior agreements (collectively the “Police Management Claims”) shall be treated as general unsecured claims under the Plan, and the City and its officers shall be discharged from such Police Management Claims upon confirmation of the Plan; provided, however, that any claims arising under this Resolution after it is approved by the City and the SBPMA (eg. Grievances) shall not be discharged as long as (a) the SBPMA complies with the terms of this Resolution, and 2) the Court confirms the Plan.
4. The SBPMA shall support confirmation of the Plan that incorporates this Resolution.
5. The City and the SBPMA shall stipulate and agree on the amount of the Police Management Claims. The SBPMA shall vote the full amount of the Police Management Claims in favor of the Plan and shall file a brief in support of confirmation of the Plan.
6. The Resolution is not a solicitation by the City, and the SBPMA’s commitment to vote the Police Management Claims in favor of the Plan is not effective until the Court approves a Disclosure Statement that incorporates this Resolution.

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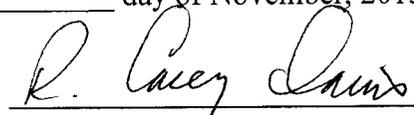
RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO ESTABLISHING THE SAN BERNARDINO POLICE MANAGEMENT ASSOCIATION EMPLOYEE COMPENSATION AND BENEFITS PLAN.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Mayor and Common Council of the City of San Bernardino at a joint regular meeting thereof, held on the 16th day of November, 2015, by the following vote, to wit:

<u>Council Members:</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
MARQUEZ	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
BARRIOS	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
VALDIVIA	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
SHORETT	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
NICKEL	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
JOHNSON	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
MULVIHILL	<u> X </u>	<u> </u>	<u> </u>	<u> </u>


 Georgeann Hanna, CMC, City Clerk

The foregoing Resolution is hereby approved this 20th day of November, 2015.


 R. Carey Davis, Mayor
 City of San Bernardino

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

By: 