

1 **RESOLUTION NO. 2007-345**

2 **RESOLUTION OF THE CITY OF SAN BERNARDINO ESTABLISHING A MANAGEMENT**
3 **AND CONFIDENTIAL EMPLOYEE COMPENSATION AND BENEFITS PLAN AND REPEALING**
4 **RESOLUTION NO. 2005-242.**

5 WHEREAS, it is necessary to codify the compensation and benefits granted to management and
6 confidential employees;

7 NOW THEREFORE, BE IT RESOLVED THAT:

8 SECTION 1. The Mayor and Common Council hereby establish a Management and Confidential
9 Employee Compensation and Benefits Plan which defines the wages and benefits of those employees whose
10 positions are a part of the Management/Confidential Group and are represented by the San Bernardino
11 Management/Confidential Association (Association).

12 SECTION 2. The Management/Confidential Employee Compensation and Benefits Plan (Plan) shall be as
13 follows:

14 A. Classifications

15 All Classifications listed in Resolution 6413, Sections Twelve and Fourteen, shall be covered by
16 this Plan. Resolution 6413, Sections Twelve and Fourteen, attached, lists those classifications as of the adoption of
17 this resolution.

18 B. Compensation

19 1. Safety Classifications shall have their salaries determined in accordance with Charter
20 Section 186.

21 2. Non-Safety Classification Study

22 a. The City shall conduct a salary survey of Management/Confidential Group
23 benchmark classifications to be completed on or about 9/01/07. The City will use updated job descriptions to
24 determine comparable positions in five similar size cities in our surrounding labor market. The City will determine
25 the benchmark positions to be surveyed. Salary levels for non-benchmark classifications will be established using
internal relationship guidelines among related job classes. Classifications with salaries below the survey median
shall be increased as follows:

0 – 5% below median, corresponding salary increase- on or about 9/1/07

5 – 10% below median corresponding salary increase- on or about 7/1/08

10 – 15% below median corresponding salary increase- on or about 7/1/09

15% - 20% below median, corresponding salary increase- on or about 7/1/10

20% cap on salary increases

In no event shall any increase be greater than 5% in any fiscal year.

The following Cities are to be used for the classification study:

Riverside

Moreno Valley

Fontana

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4 Ontario

5 Pomona

6 And any other entity agreed to by the parties.

7 b. Notwithstanding the provisions set forth in Section (2a) above, the
8 implementation of the proposed median salary survey may be postponed by one fiscal year commencing the next
9 fiscal year, if any of the following occur:

10 i. The City's actual General Fund expenditures and revenues being budgeted
11 create a substantial financial anomaly as outlined below:

12 1. Unfunded state mandates that create a substantial financial anomaly;
13 2. Voter approved changes to the City's Charter that create a substantial
14 financial anomaly;

15 3. Litigation that would create a substantial financial anomaly;

16 4. Federal, State, or County fees and/or take-aways that create a
17 substantial financial anomaly;

18 5. Natural disaster or other catastrophic event over which the City has
19 little or no control, e.g., economic recession and/or depression, terrorist attack, act of war, which creates a
20 substantial financial anomaly;

21 ii. If the City's Budget Reserve must be used to balance the City's budget
22 because of a substantial financial anomaly (including staffing required by this Resolution) causing the City's
23 Budget Reserve to fall below 5% of the total General Fund deductions.

24 c. In the event of a postponement, the implementation schedule set forth in Section
25 A, Subsection 1, shall move forward a period of time equal to the period of such postponement.

26 3. Annually, all non-safety management and confidential employees who have not yet
27 reached top step, may receive an increase ranging from zero percent (0%) to five percent (5%), based upon
28 performance evaluations completed within the previous evaluation period. The evaluation period is six (6) months
29 for employees initially hired at Step 1, and twelve months between all other steps.

30 4. Elected officials, the Civil Service, Library and Water Boards may determine whether or
31 not to conduct performance evaluations in writing. In the absence of a written performance evaluation, elected
32 officials, the Civil Service, Library and Water Boards may give Step increases not to exceed five percent (5%).

33 5. All other management and confidential employees shall be evaluated in writing.

34 a. Evaluation of department heads and heads of divisions within the City
35 Manager's Office will be performed by the City Manager.

36 b. Evaluation of other management/confidential employees, will be performed by
37 the department or division head. In the case of divisions within the City Manager's Office, the division head will

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3 perform the evaluation of the management/confidential employees in that division and may be reviewed by the City
4 Manager. Evaluation forms for these employees will be provided by the Human Resources Department.

5 6. Recommendations for increases shall be submitted to payroll on a form provided by
6 Finance at least thirty (30) days prior to the expiration of the evaluation period.

7 a. Recommendations for salary advancement of a department or division head,
8 within the City Manager's Office, shall be submitted by the City Manager.

9 b. Recommendations for salary advancement of the Civil Service Chief Examiner
10 shall be submitted by the Civil Service Board.

11 c. Recommendations for salary advancement of the City Librarian shall be
12 submitted by the Library Board.

13 d. Recommendations for salary advancement of employees of elected officials,
14 with the exception of the Council Office, shall be approved and submitted by the Elected Official.

15 e. Recommendations for salary advancement within the Council Office shall be
16 submitted by the Council Committee.

17 f. Recommendations for advancement of all other management/confidential
18 employees shall be submitted by their respective department heads.

19 C. Insurance (Medical, Dental, & Vision)

20 Effective January 1, 2006 the City shall contribute a maximum of \$910.72 per month for each
21 employee to be used to purchase City-sponsored medical, dental, vision, and life insurance.

22 Effective January 1, 2008 monthly contributions will be calculated at 10% above the highest paid
23 bargaining group contribution amount to be used to purchase City-sponsored medical, dental, vision, and life
24 insurance.

25 D. Retired Employees Medical Insurance

1 1. Regular, full-time Management, Confidential and Unclassified employees who are
2 enrolled as a subscriber in a City of San Bernardino sponsored health plan at the time of retirement from City of
3 San Bernardino service, shall be eligible to participate in any City of San Bernardino sponsored qualified health
4 plan as a retiree providing he/she maintains continuous membership in good standing. Qualifying retirees will
5 receive a monthly City contribution equal to the current PERS adopted schedule amount per retired employee to be
6 used exclusively for the purchase of medical insurance in any City of San Bernardino sponsored plan.

7 2. Any Police Safety Management employee who retires on or after July 1, 2007 from
8 the City of San Bernardino and who meets the requirements set forth in Section 2 (D) (1) for participation in a City
9 of San Bernardino sponsored qualified health plan as a retiree, shall receive from the City of San
10 Bernardino certain employer contributions to such qualified health plan as set forth in Section 2 (D) (1) if, upon

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3 retirement, the employee meets all the following conditions:

- 4 a. The employee must have completed at least twenty (20) years of full-time
 5 service as a City of San Bernardino sworn Police Officer on the date of retirement, and
- 6 b. The employee must have been awarded a retirement from the Public
 7 Employees' Retirement System (PERS) as the reason for separation from City of San Bernardino service, and
- 8 c. PERS retirement benefits must commence no later than the first day of the
 9 month following the date of separation from City of San Bernardino service.

10 If all conditions set forth in Section 2 (D) (2) above are met by the retiring Police Safety Management
 11 employee, such employee shall receive employer contributions to a City of San Bernardino sponsored qualified
 12 health plan based upon his/her years of service with the City of San Bernardino as follows:

13 City of San Bernardino Years of Service 14 <u>As a Sworn Police Officer</u>	15 <u>Monthly Contribution</u>
16 20	\$200
17 25	\$350
18 30	\$450

19 The above-referenced contribution amounts shall be paid directly to a City of San Bernardino sponsored qualified
 20 health plan for the benefit of the Police Safety Management retired employee, with any and all amounts not utilized
 21 for the purchase of such health plan reverting back to the City of San Bernardino.

22 E. Long-Term Disability Insurance

23 The City shall provide long term disability insurance for employees. Subject to the usual
 24 provisions and exclusions of such insurance plans, the coverage shall be for sixty percent (60%) of salary after a
 25 sixty (60) calendar day elimination period, for a maximum period of two years. An employee shall not be required
 to exhaust his or her sick leave to receive benefits.

26 F. Life and Accidental Death & Dismemberment (AD&D) Insurance

27 The City shall provide Term Life and Accidental Death and Dismemberment Insurance of fifty
 28 thousand dollars (\$50,000) for Management employees and twenty-five thousand dollars (\$25,000) for
 29 Confidential employees.

30 G. Department Head Allowance

31 A Department Head is entitled to an allowance of fifty dollars (\$50) per month to cover various
 32 work-related expenses. The allowance shall not accumulate from month to month. Sums provided hereunder shall
 33 be on a reimbursement basis under a system to be developed by the City Manager.

34 H. Uniform Allowance

35 Police

- 1. Once each fiscal year, each Police Safety Management member shall receive an annual

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4 uniform allowance of six hundred dollars (\$600) to be paid in a lump sum amount during the first pay period of
5 March.

6 Effective March 15, 2006, each Police Safety Management member shall receive an annual uniform
7 allowance of \$800 to be paid in a lump sum. Police Safety Management members who already received the \$600
8 uniform allowance on March 15, 2006, will receive the additional balance of \$200 to be paid on or before
9 November 30, 2006.

10 Effective March 15, 2007, each Police Safety Management member shall receive an annual uniform
11 allowance of \$875 to be paid in a lump sum.

12 Effective March 15, 2008, each Police Safety Management member shall receive an annual uniform
13 allowance of \$950 to be paid in a lump sum.

14 Fire

15 1. The City shall furnish and replace as needed the following items:

16 Four (4) work shirts;

17 Three (3) pairs of work trousers;

18 Safety boots or shoes.

19 I. PERS

20 Non-Safety Employees:

21 1. Effective July 1, 2007 the City shall pay the full 7% members' contribution for all
22 employees in the group in regard to the 2% @ 55 retirement benefit. Effective January 1, 2008 the City shall
23 pay the full 8% of the members' contribution for all employees in the group in regard to the 2.7% @ 55 retirement
24 benefit.

25 2. Effective January 1, 2008 the City shall provide the 2.7% @ 55 PERS retirement. All
costs for providing such retirement benefit shall be paid by the City.

 3. The City has amended the PERS contract to allow employees to buy back previous
eligible time, tax deferred, after the employee contacts PERS and obtains their approval.

 4. The City has contracted with PERS to provide Section 21574, Fourth Level of 1959
Survivor's Benefits. All associated costs of this benefit will be borne by the employee.

Safety Employees:

 1. As of December 31, 1999, the City will pay the nine percent (9%) employee
contribution to PERS for safety employees.

 2. The City agrees to pay the employer contribution for the 4th level of 1959 Survivor's
benefit for fire management employees.

 3. The City shall provide the 3% @ 55 retirement benefit formula for fire and police
management employees.

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4 4. Effective December 31, 2008 the City will amend the PERS contract to implement the
5 3% @ 50 formula.

6 5. The City adopted Resolution No. 2000-351 with an implementation date of January 1,
7 2000, for paying and reporting the value of the Employer Paid Member Contribution (EPMC) under the guidelines
8 of Government Code Section 20636(c)(4) pursuant to Section 20691. The City will report the nine percent (9%)
9 Employee Contribution as Special Compensation under the current PERS laws.

10 For purposes of determining overtime compensation and other salary payments,
11 including but not limited to, payoff sick leave, vacation accruals, holiday accruals and comp time balances, the
12 aforementioned nine percent (9%) base salary increase shall not be considered.

13 6. The City shall provide a tax-qualified defined benefit plan to provide supplemental
14 retirement benefits based on the difference between CalPERS' 3% @ 55 Plan and 3% @ 50 Plan for Police Safety
15 Management employees with 20 or more years of service. This agreement shall be in effect until December 31,
16 2005. Until that time, the costs associated with this plan will be paid by the City. Police Safety Management
17 employees' share of ongoing costs after December 31, 2005 will be subject to future discussions.

18 To qualify for supplemental retirement benefits based on the difference between CalPERS
19 3% @ 55 Plan and 3% @ 50 Plan, employees must meet all of the following qualifications between
20 January 1, 2004 and prior to December 31, 2005. On July 5, 2005, this benefit was extended for the period effective
21 January 1, 2006, and prior to December 31, 2008:

- 22 a. Must be 50 years of age;
- 23 b. Have 20 or more years of service with the City of San Bernardino; and
- 24 c. Be eligible for retirement and concurrently retire with PERS; or
- 25 d. Meet the eligibility requirements for an industrial disability retirement with the City
of San Bernardino.

When retiring, employees must retire from the City of San Bernardino.

7. FLSA Issues: If the City agrees to implement the 3% @ 50 PERS Retirement Benefit
during the term of this side letter, the Police Safety Management members agree to recognize their status as
Exempt employees and as such agree to waive any and all claims, past and future, regarding this issue.

J. Education Incentive Pay

All Safety Management members shall be entitled to receive, in addition to their regular salary and
as may be appropriate, one of the levels of incentive payment as outlined below:

Fire

1. All Fire Safety members who obtain a State Fire Officer Certification shall receive an
additional one hundred fifty dollars (\$150) per month above base salary; or,

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3 2. All Fire Safety members who obtain a State Chief Officer Certification or completion of
4 the National Fire Academy Executive Fire Officer Program shall receive an additional two
5 hundred fifty dollars (\$250) per month above base salary.

5 Police

6 1. All Police Safety members who obtain a POST Intermediate Certificate shall receive
7 two hundred dollars (\$200) additional compensation per month;

8 2. All Police Safety members who obtain a POST Advanced Certificate shall receive two
9 hundred fifty dollars (\$250) additional compensation per month;

10 3. All Police Safety members who obtain a POST Supervisory Certificate shall receive two
11 hundred seventy-five dollars (\$275) additional compensation per month.

12 4. All Police Safety members who obtain a POST Management Certificate shall receive
13 four hundred fifty dollars (\$450) additional compensation per month.

14 K. Overtime

15 Employees will receive overtime compensation in accordance with the Fair Labor Standards Act
16 (FLSA).

17 L. Administrative Leave

18 All forty (40) hour/week FLSA exempt employees in lieu of monetary compensation shall be
19 assigned eighty (80) hours of Administrative Leave and shift FLSA exempt employees shall be assigned one
20 hundred twenty (120) hours of such leave each July 1. Administrative Leave shall not be carried beyond the end of
21 any fiscal year and shall not be paid for at any time.

22 M. Acting Pay

23 1. The Mayor may assign an employee to discharge the duties of a higher classification for
24 additional compensation as provided herein, in the event of a vacancy or during the temporary absence of an
25 employee.

26 2. An employee assigned to acting duty in writing by the Mayor shall receive acting duty
27 pay as follows:

28 a. Non-safety employees, acting in a higher position, below the level of
29 Department/Division Head, shall receive acting duty pay on the sixth consecutive work day of each acting duty
30 assignment. No acting duty pay will be paid for the first five work days of each acting duty assignment except for
31 an employee who has served a twenty day demonstration period during the previous twenty-four (24) months, as
32 recorded in the employee's official personnel and/or Civil Service record. The entire period of the acting duty
33 assignment at the higher classification, including the initial work demonstration period, may not exceed sixty (60)
34 working days except by the mutual agreement of the Mayor and Common Council and the employee.

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3 b. Non-safety employees acting as Department Head or Division Head shall be
 4 eligible for acting duty pay on the first work day of each such assignment.

5 c. Safety employees' acting duty pay shall be governed by Charter Section 186.

6 3. Acting pay for non-safety employees shall be the first step of the salary range for the
 7 acting position next above the employee's regular salary, which would provide the acting employee at least a five
 8 percent (5%) salary increase.

9 4. Upon any subsequent service of a non-safety employee who completed a prior acting
 10 duty assignment in the same higher acting position, compensation at the higher rate shall commence upon the first
 11 date of such subsequent service.

12 5. It is not the intent of this subsection to provide such compensation for vacation relief or
 13 for limited, short-term absences.

14 N. Annual Physical Exam

15 An annual physical examination is available for all participants. The City shall pay for medical
 16 fees for the physical examination of said employees. Reimbursement to the employee for the examination shall not
 17 exceed one hundred seventy-five dollars (\$175).

18 O. Deferred Compensation

19 The City shall execute an agreement with a carrier to provide a deferred compensation plan for
 20 all participants provided the Association concurs with the selection of the carrier and the plan.

21 P. Employee Assistance Program

22 All participants shall be able to receive counseling in problem-solving personal and emotional
 23 matters through the City's Employee Assistance Program (EAP).

24 Q. Vacation Leave

25 1. All Participants Shall Accrue: Ten (10) days of paid vacation upon the first day of the
 second year of continuous full-time employment with the City of San Bernardino. Thereafter, vacation shall accrue
 each pay period prorated according to the number of days or shifts per year in the following chart:

<u>Completed Years of Continuous Service</u>	<u>40 Hr/Week Employee Days Per Year</u>	<u>56 Hr/Week Employee Shifts Per Year</u>
1	10	5
5	15	7-½
15	20	10
20	25	12-½

*No vacation shall be granted if service is less than one (1) year.

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3 2. Vacation credits may accrue and accumulate for a maximum of two (2) years' total
4 accumulated vacation credits on a carry over basis from year to year. Vacations or portions thereof from any one
5 year so accrued may run consecutively with vacations or portions thereof of the next succeeding year.

5 3. In the event an employee works less than fifty percent (50%) of the total normal work
6 hours in a pay period, he/she shall not be credited with any vacation leave for such pay period. Approved vacation,
7 sick, holiday, and administrative leave shall be considered as time worked for this item only.

7 4. When an employee resigns or otherwise leaves the service of the City, payment shall be
8 made to the employee for the earned portion of his/her vacation on the basis of the hourly rate of pay being
9 received by the employee on the date of separation.

9 Police

10 5. Police Safety Management members may sell back up to forty (40) hours of vacation
11 time per year providing that the following conditions have been met:

11 a. Police Safety Management members must have a minimum of one hundred
12 twenty (120) hours in their vacation balance before sell back occurs.

12 b. Police Safety Management members must have taken a one-consecutive (1)
13 week vacation during the past calendar year prior to the sell back of hours.

13 c. Eligible Police Safety Management members shall notify the Finance
14 Department by August 1 of his/her request to sell back for the prior fiscal year ending June 30.

14 d. The City shall compensate eligible Police Safety Management members on the
15 first payday in September. Compensation will be calculated using the June 30th hourly rate.

16 R. Tuition Costs

17 All participants shall be reimbursed for selected tuition costs and textbooks for previously
18 approved job related courses, which will increase the value of the employee to the City, provided that the employee
19 achieves a passing grade of "B" or better. The amount of reimbursement shall be the equivalent of tuition costs for
20 up to six (6) units per quarter as charged by Cal State University, San Bernardino, or up to one-and-a-half (1-1/2)
21 times that amount if based on a semester.

21 S. Sick Leave

21 All participants shall be granted six (6) working days of sick leave or a half (1/2) shift for shift
22 employees after six (6) calendar months of continuous service. Thereafter, sick leave as herein provided shall
23 accrue at a rate of eight (8) hours per month, four (4) hours per pay period or a half (1/2) shift per month for
24 approximately six (6.0) hours per pay period for shift employees. In the event an employee works less than fifty
25 percent (50%) of the total normal work hours in the pay period, he/she shall not be credited with any sick leave for
such pay period.

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4 Approved vacation, sick leave, holiday or administrative leave shall be considered as time worked for the purpose
5 of computing sick leave benefits only. Whenever an employee uses all allowable sick leave, further absences may
6 be charged against accrued vacation or with department head approval, the employee may take loss of pay rather
7 than vacation.

8 1. Sick leave means the absence from duty of an employee because of illness or injury,
9 exposure to contagious disease, attendance upon a member of his/her immediate family who is seriously ill and
10 requires the care of or attendance of an employee, or death in the immediate family of the employee. Immediate
11 family means: husband, wife, grandmother, grandfather, mother, father, sister, brother, son or daughter, mother-in-
12 law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law.

13 2. Upon the Department Head's request, an employee must provide a physician's statement
14 to justify a sick leave of five (5) consecutive days or two-and-a-half (2-½) shifts or longer. If the department head
15 finds with just cause that sick leave is being abused, the employee may be required to submit a physician's
16 statement after any absence.

17 3. No absence due to illness or injury in excess of five (5) working days or two-and-a-half
18 (2-½) shifts shall be approved except after the presentation of satisfactory evidence of illness or injury; namely a
19 certificate from a practicing physician or an authorized practicing chiropractor approved by the City Manager. The
20 Mayor and Common Council shall have the power to require that any person claiming the sick leave benefits of this
21 resolution be examined at any reasonable time or intervals by the City's designated physician, and in the event of an
22 adverse report to reject such claim for sick leave, in whole or in part, and to terminate sick leave compensation. In
23 the event of the refusal of any person to submit to such examination after notification, the City Manager may
24 terminate sick leave compensation and reject any claim therefor. The City Manager shall have the right to require
25 the presentation of a certificate from a practicing physician stating that an employee is physically or
 psychologically able to perform his/her work and duties satisfactorily before permitting an employee who has been
 on sick leave to return to work.

 4. In order to receive compensation while absent on sick leave, the employee shall notify
 his/her immediate supervisor prior to or within four (4) hours after the time set for beginning his/her daily duties, or
 as may be specified by the Head of his/her Department.

 5. When absence is for more than one (1) work day, the employee may be required to file a
 physician's certificate or a personal affidavit with the Director of Human Resources stating the cause of the
 absence.

 6. Whenever an employee is compensated hereunder for sick leave or injury and has not
 had a vacation at the end of the current calendar year, he/she shall be allowed to take his/her vacation in the next
 calendar year.

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3 7. Whenever the term "service of the City" appears herein, it shall be deemed to include all
4 service to the City of San Bernardino, the San Bernardino Board of Water Commissioners and the San Bernardino
5 Free Public Library Board.

5 8. Sick leave may be accumulated without limit and approved time off with pay for sick
6 leave shall be considered as time worked for purposes of the accrual of sick leave only. Sick leave shall not
7 accumulate during periods of leave of absence without pay. The words "working day" shall mean a normal day to
8 which an employee has been assigned to work.

8 9. Unused sick leave is payable upon resignation, retirement or death, except dismissal or
9 resignation with prejudice at fifty percent (50%) of total accumulated hours. There is no cap or service requirement.

9 T. Injury Leave

10 All non-safety employees shall be granted industrial accident and illness absence with full pay
11 for each such accident or illness for the first seven (7) calendar days of their disability. Effective with day eight (8)
12 of the necessary absence for such illness, each employee shall be authorized, upon his/her written request, to utilize
13 any balance of his/her accumulated sick leave or vacation credits to augment the amount of temporary disability
14 compensation received to the extent that the total sum received will result in a payment equal to his/her regular and
15 normal compensation. The utilization of sick leave for this purpose shall end with termination of the temporary
16 disability or when the accumulated sick leave credits have been exhausted, whichever occurs first.

15 When injury is sustained in the course and scope of employment with the City by a safety
16 employee, said employee shall be compensated under the provisions of the Workers' Compensation Insurance and
17 Safety Act of California and not under the provisions of this resolution; provided that he/she shall be reimbursed
18 pursuant to the provisions of California Labor Code Section 4850 during the first three hundred sixty-five (365)
19 days of disability.

18 Safety employees who are receiving payments under Labor Code Section 4850 shall accrue
19 vacation, sick leave and holiday credits during such absence from duty.

19 When any employee is off duty on injury leave and has not had a vacation at the end of the
20 current year, he/she shall be allowed to take his/her vacation in the calendar year he returns to duty.

21 When an employee sustains what he/she believes to be an industrial injury or illness, the
22 employee shall notify the supervisor immediately, or as soon as possible. The employee shall prepare and submit a
23 report of injury or illness, and the supervisor shall prepare the supervisor's report, and make distribution. In the
24 event the employee is unable to prepare the report within twenty-four (24) hours, the supervisor or a member of the
25 division/department staff shall prepare the required report. Benefits will not be paid, until the required reports have
 been filed with Human Resources, and a doctor's first report of injury or illness has been received. The employee
 has the right to be examined and treated by a physician of their choice, within the required time, for the alleged

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injury or illness, as required by the California Labor Code.

The City shall have the right to require the employee be examined by a physician designated by the City, to assist in determining the length of time during which the employee will be unable to perform the assigned duties, and if the disability is attributable to the injury involved.

Should there be a dispute between the physician selected by the City and the physician selected by the employee, a third physician shall be mutually agreed upon between the employee and the City to examine the employee, to assist in making necessary medical determinations.

U. Reasonable Suspicion Testing

1. Employees will participate in a reasonable suspicion testing program for drugs and alcohol, following the Reasonable Suspicion Drug/Alcohol Testing procedure described in the City of San Bernardino's policy on Drugs and Alcohol Testing of Employees with Commercial Driver's Licenses.

2. The fire management employees agree to have fire management employees with drivers licenses of (1) Class "B" FX with "X" endorsement, (2) with Commercial Driver's Licenses or (3) Class "C" Driver's Licenses participate in reasonable suspicion drug and alcohol testing, as outlined in the Fire Safety Employee's MOU.

3. All supervisors will receive training consisting of at least six (6) hours on identification of actions, appearance or conduct, which are indicative of the use of drugs or alcohol.

4. A Supervisor must directly observe and document the behavior on a reasonable suspicion checklist. Reasonable suspicion may not be based on hearsay.

V. Leave of Absence Without Pay

Leave of absence without pay is a temporary non-pay status and absence from duty granted at the request of the employee. Leave of absence without pay may be granted by the Mayor and Common Council for a period not to exceed six (6) months, upon the positive recommendation of the Department Head and the City Manager. Under justifiable conditions, said leave may be extended by the Mayor and Common Council for additional periods. Leave of absence without pay will be considered favorably if it is expected that the employee will return to duty and that at least one of the following benefits will result: increased job ability, protection or improvement of the employee's health, retention of a desirable employee, or furtherance of a program of interest to the City. Examples of or conditions for which a leave of absence without pay may be granted are:

1. For an employee who is a disabled veteran requiring medical treatment;
2. For an employee who is temporarily mentally or physically unable to perform his/her duties;
3. For an employee who files for or assumes elected office;
4. For maternity or paternity leave, upon the recommendation of the attending physician;

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3 5. For military leave when the employee has less than 1 year of service to qualify for leave
4 with pay.

5 An approved leave of absence without pay for less than sixty (60) days in any calendar year will
6 not be considered a break in service. Leave in excess of sixty (60) days shall result in the advancement of the
7 employee's anniversary date and compensation advancement date to such date as will account for the total period
8 of uncompensated time off. Failure to return to duty at the expiration of the approved leave shall constitute an
9 abandonment of the position pursuant to Rule 507 of the Rules of the Civil Service Board and shall be prosecuted
10 consistently therewith.

11 Employees who are called to active duty as a result of the activation of military reservists
12 beginning in September 2001, due to the crisis related to terrorist attacks on America, and who are eligible to
13 receive the thirty (30) calendar day military leave compensation in accordance with Military Code Section 395 et
14 seq., shall receive the difference between their regular City salary, as established by Resolution No. 6413 and their
15 total military salary, starting the 31st calendar day of military leave. The difference in salary shall continue for up to
16 one year of active military service, which includes the thirty (30) days provided for in this section. During this one-
17 year period, the City will continue to provide the employee the benefit plan as was provided prior to such active
18 duty. Payment into the PERS retirement plan will be made on a prorated basis. Any employee activated prior to
19 December 1, 2003 will be eligible to receive up to a maximum of one year of benefits described above. Employees
20 activated after December 1, 2003 will not be eligible for any benefits beyond those mandated by law, unless the
21 Mayor and Common Council expressly approve such compensation. This compensation provision applies to those
22 employees who are involuntarily called to active military duty.

23 The compensation provision does not include an employee's attendance at weekend reserve
24 meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably
25 conflict with an employee's regular working hours, the employee is required to use vacation leave, holiday time,
26 compensatory time off, or leave without pay. Employees who are called in for a medical examination to determine
27 physical fitness for military duty must use vacation leave or leave without pay. The thirty (30) day compensation
28 provision also applies to any employee on military leave, other than temporary military leave, who is ordered into
29 active military duty or is inducted, enlists, enters, or is otherwise called into active military duty.

30 A copy of military orders must accompany the "request for leave" form and copies of military
31 earnings statement must be provided to the City on a monthly basis. Employees who are eligible for military leave
32 compensation will be placed on a leave of absence with the right to return to their positions. The detailed
33 procedures for processing and payment will be discussed and established between the City of San Bernardino
34 Finance Department and the affected employee.

35 W. No-Pay Status

 If an employee does not have time reported to payroll during a pay period resulting in no payroll

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3 check issued, they will be considered on no-pay status. The Finance Department will bill the employee for both the
4 employee and employer portions of their Insurance Benefits. This will be in effect for any and all pay periods
5 during the time employee is on no-pay status. Employees can voluntarily cancel insurance benefits by contacting
6 the Human Resources Department. If an employee chooses to cancel their health benefits, they will be subject to
7 re-enrollment pursuant to PERS guidelines. In circumstances in which either the Federal Family Leave Act or the
8 State Medical and Family Leave Act apply, the City shall adhere to the requirements of the Acts.

7 Notwithstanding any other provision of this section to the contrary, the City will continue its
8 contribution for health and life insurance premiums of an employee on no pay status or leave of absence due to any
9 injury or illness arising out of and in the course of his/her employment with the City.

9 X. The City agrees to participate in the Post Employment Health Plan (PEHP) in accordance with
10 the terms and conditions of the Plan's Participation Agreement.

11 Y. Holidays

11 All participants shall receive the following paid holidays:

12 New Year's Day	January 1
13 Martin Luther King Day	3rd Monday in January
14 President's Day	3rd Monday in February
15 Memorial Day	Last Monday in May
16 Independence Day	July 4
17 Labor Day	First Monday in September
18 Veteran's Day	November 11
19 Thanksgiving	4th Thursday in November
20 Day After Thanksgiving	4th or 5th Friday in November
21 Christmas Eve	December 24
22 Christmas Day	December 25
23 New Year's Eve	December 31

24 Two (2) Floating Holidays (18 holiday hours)

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

24 Non-safety employees shall accrue nine (9) hours of holiday time per holiday. Two (2) floating
25 holidays will equal 18 holiday hours and will be placed into the employee's holiday account at the beginning of
each calendar year.

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3 In lieu of the above, shift employees shall accrue six-and-a-half (6-½) shifts per calendar year,
4 accrual at six (6) hours per pay period.

4 Holidays earned in any twelve (12) month period are not accumulative beyond the total number
5 of holidays allowed each year by this pay plan.

6 If a holiday falls on a nine – (9) or ten – (10) hour work day, the employee will be paid eight (8)
7 hours holiday pay. The employee may supplement the holiday with accrued vacation, holiday account time, or no
8 pay. The employee will be paid nine (9) hours holiday pay.

8 If new employees elect to "draw down" from the holiday account, the hours used will be
9 deducted from the sixteen (16) holiday account hours they receive upon the completion of six (6) months of
10 continuous service. Effective January 1, 2006, employees may draw down from the eighteen (18) hours holiday
11 account upon completion of six (6) months of continuous service.

11 In the event of the employee's failure for any reason to take such holiday account hours during
12 the term of this Resolution, the employees shall be paid for his/her holiday account balance, upon separation from
13 the City. Effective January 1, 2006, employees may accrue a total balance of a maximum of 126 hours.

13 Police

14 Police Safety Management members may sell back up to one quarter (25%) of their annual
15 holiday leave. Maximum sell back will be 28 hours. Eligible employees shall notify the Finance Department by
16 August 1, of his/her request for sell back for the prior fiscal year ending June 30. The City shall compensate
17 eligible employees on the first payday in September.

16 Effective January 1, 2006, safety employees will accrue nine (9) hours per holiday. Holidays
17 earned in any twelve-month period are not accumulative beyond the total number of holidays allowed each year by
18 this pay plan. Employees may not exceed a balance of 126 hours at any time.

18 Z. Benefits Reopener

19 It is intended that this plan not discriminate in favor of highly compensated employees or key
20 employees as to contributions and benefits, in compliance with the requirements of Section 89 of the Tax Reform
21 Act of 1986. If existing non-taxable fringe benefits are found to be taxable pursuant to new law, regulations or
22 interpretations, the City agrees to discuss implementation of alternate forms of compensating affected employees to
23 minimize their tax liability.

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4 SECTION 3. Resolution No. 2005-242 is hereby repealed in its entirety.

5 I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Mayor and the Common Council of
 6 the City of San Bernardino at a _____ meeting thereof, held on _____ day of
 7 _____, 2007, by the following vote, to wit:

8 COUNCILMEMBERS:	AYES	NAYES	ABSTAIN	ABSENT
9 ESTRADA	_____	_____	_____	_____
10 BAXTER	_____	_____	_____	_____
11 BRINKER	_____	_____	_____	_____
12 DERRY	_____	_____	_____	_____
13 KELLEY	_____	_____	_____	_____
14 JOHNSON	_____	_____	_____	_____
15 MCCAMMACK	_____	_____	_____	_____

16 _____
 17 Rachel G. Clark, City Clerk

18 The foregoing resolution is hereby approved this _____ day of _____, 2007.

19 _____
 20 Patrick J. Morris, Mayor
 21 City of San Bernardino

22 Approved as to form:

23 JAMES F. PENMAN,
 24 City Attorney

25 By: _____

HR/Agenda Items:Reso.Mgmt.Conf.Update.2007.FINAL