

1 **RESOLUTION OF THE CITY OF SAN BERNARDINO ESTABLISHING A MANAGEMENT AND**
2 **CONFIDENTIAL EMPLOYEE COMPENSATION AND BENEFITS PLAN AND REPEALING RESOLUTION**
3 **NOS. 2005-230, 2003-364, 2003-329, 2003-277, 2003-41, and 2002-104.**

3 a. Evaluation of department heads and heads of divisions within the City
4 Administrator's Office will be performed by the City Administrator and reviewed by the Mayor.

4 b. Evaluation of other management/confidential employees, will be performed by
5 the department or division head. In the case of divisions within the City Administrator's Office, the division head
6 will perform the evaluation of the management/confidential employees in that division and may be reviewed by the
7 City Administrator. Evaluation forms for these employees will be provided by the Human Resources Department.

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

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

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

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

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

12 e. Recommendations for salary advancement within the Council Office shall be
13 submitted by the Council Committee.

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

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

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

16 D. Retired Employees Medical Insurance

17 The City shall contribute a monthly maximum of forty-eight dollars and forty cents (\$48.40) per
18 retired employee to be applied towards the monthly medical insurance premium.

18 E. Long-Term Disability Insurance

19 The City shall provide long term disability insurance for employees. Subject to the usual
20 provisions and exclusions of such insurance plans, the coverage shall be for sixty percent (60%) of salary after a
21 sixty (60) calendar day elimination period, for a maximum period of two years. An employee shall not be required to
22 exhaust his or her sick leave to receive benefits.
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3 **F. Life and Accidental Death & Dismemberment (AD&D) Insurance**

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

6 **G. Department Head Allowance**

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

9 **H. Uniform Allowance**

9 Police

10 1. **Once each fiscal year, each Police Safety Management member shall receive an**
11 **annual uniform allowance of six hundred dollars (\$600) to be paid in a lump sum amount during the first pay**
12 **period of March.**

12 2. **New employees must wait until the first pay period of March to receive their annual**
13 **uniform allowance.**

13 Fire

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

15 **Four (4) work shirts;**

16 **Three (3) pairs of work trousers;**

17 **Safety boots or shoes.**

17 **I. PERS**

18 Non-Safety Employees:

18 1. **Any non-safety employee hired on or after January 1, 1998, the City will pay five percent**
19 **(5%) of the members' contribution to PERS credited to the employee's account as a fringe benefit. Upon said**
20 **employee completing five (5) years of service, the City will pay two percent (2%) additional of the members'**
21 **contribution to PERS credited to the employee's account as a fringe benefit on the first pay period of the sixth year**
22 **of service.**

22 2. **The City shall provide the 2% @ 55 retirement benefit to all non-safety employees, with**
23 **the City paying the increased cost for this benefit.**

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

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

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3 Safety Employees:

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

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

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

10 4. The City adopted Resolution No. 2000-351 with an implementation date of January 1,
11 2000, for paying and reporting the value of the Employer Paid Member Contribution (EPMC) under the guidelines
12 of Government Code Section 20636(c)(4) pursuant to Section 20691. The City will report the nine percent (9%)
13 Employee Contribution as Special Compensation under the current PERS laws.

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

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

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

- a. Must be 50 years of age;
- b. Have 20 or more years of service with the City of San Bernardino; and
- c. Be eligible for retirement and concurrently retire with PERS; or
- d. Meets 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.

6. 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.

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3 **J. Education Incentive Pay**

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

5 Fire

- 6 1. All Fire Safety members who obtain a State Fire Officer Certification shall receive an
7 additional one hundred fifty dollars (\$150) per month above base salary; or,
8 2. All Fire Safety members who obtain a State Chief Officer Certification or completion of
9 the National Fire Academy Executive Fire Officer Program shall receive an additional two hundred dollars
10 (\$250) per month above base salary.

9 Police

- 10 1. All Police Safety members who obtain a POST Intermediate Certificate shall receive two
11 hundred dollars (\$200) additional compensation per month;
12 2. All Police Safety members who obtain a POST Advanced Certificate shall receive two
13 hundred fifty dollars (\$250) additional compensation per month;
14 3. All Police Safety members who obtain a POST Supervisory Certificate shall received two
15 hundred seventy-five dollars (\$275) additional compensation per month shall be paid each member
16 4. All Police Safety members who obtain a POST Management Certificate shall receive
17 four hundred fifty dollars (\$450) additional compensation per month.

15 **K. Overtime**

16 Employees will receive overtime compensation in accordance with the Fair Labor Standards Act
17 (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
21 end of any fiscal year and shall not be paid for at any time.

21 **M. Acting Pay**

- 22 1. The Mayor may assign an employee to discharge the duties of a higher classification for
23 additional compensation as provided herein, in the event of a vacancy or during the temporary absence of an
24 employee.
25 2. An employee assigned to acting duty in writing by the Mayor shall receive acting duty
 pay as follows:

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

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

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

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

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

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

15 N. Annual Physical Exam

16 An annual physical examination is available for all participants. The City shall pay for medical
17 fees for the physical examination of said employees. Reimbursement to the employee for the examination shall not
18 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 all
20 participants provided the Association concurs with the selection of the carrier and the plan.

20 P. Employee Assistance Program

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

22 Q. Vacation Leave

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

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4 <u>Completed Years of</u>	40 Hr/Week	56 Hr/Week
5 <u>Continuous Service</u>	Employee Days	Employee Shifts
6 1	<u>Per Year</u>	<u>Per Year</u>
7 5	10	5
8 15	15	7-½
9 20	20	10
10 20	25	12-½

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

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

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

18 4. **When an employee resigns or otherwise leaves the service of the City, payment shall be**
19 **made to the employee for the earned portion of his vacation on the basis of the hourly rate of pay being received by**
20 **the employee on the date of separation.**

21 **Police**

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

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

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

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

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

32 **R. Tuition Costs**

33 All participants shall be reimbursed for selected tuition costs and textbooks for previously
34 approved job related courses, which will increase the value of the employee to the City, provided that the employee
35 achieves a passing grade of "B" or better. The amount of reimbursement shall be the equivalent of tuition costs for
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)
times that amount if based on a semester.

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3 **S. Sick Leave**

4 All participants shall be granted six (6) working days of sick leave or a half (½) shift for shift
5 employees after six (6) calendar months of continuous service. Thereafter, sick leave as herein provided shall accrue
6 at a rate of eight (8) hours per month, four (4) hours per pay period or a half (½) shift per month for approximately
7 six (6.0) hours per pay period for shift employees. In the event an employee works less than fifty percent (50%) of
8 the total normal work hours in the pay period, he/she shall not be credited with any sick leave for such pay period.
9 Approved vacation, sick leave, holiday or administrative leave shall be considered as time worked for the purpose of
10 computing sick leave benefits only. Whenever an employee uses all allowable sick leave, further absences may be
11 charged against accrued vacation or with department head approval, the employee may take loss of pay rather than
12 vacation.

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

14 2. Upon the Department Head's request, an employee must provide a physician's statement
15 to justify a sick leave of five (5) consecutive days or two-and-a-half (2-½) shifts or longer. If the department head
16 finds with just cause that sick leave is being abused, the employee may be required to submit a physician's statement
17 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 Administrator.
20 The Mayor and Common Council shall have the power to require that any person claiming the sick leave benefits of
21 this resolution be examined at any reasonable time or intervals by the City's designated physician, and in the event
22 of an adverse report to reject such claim for sick leave, in whole or in part, and to terminate sick leave
23 compensation. In the event of the refusal of any person to submit to such examination after notification, the City
24 Administrator may terminate sick leave compensation and reject any claim therefor. The City Administrator shall
25 have the right to require 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.

24 4. In order to receive compensation while absent on sick leave, the employee shall notify
25 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.

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

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

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

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

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

17 T. Injury Leave

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

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

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

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

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

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

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

18 **U. Reasonable Suspicion Testing**

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

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

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4 improvement of the employee's health, retention of a desirable employee, or furtherance of a program of interest to
5 the City. Examples of or conditions for which a leave of absence without pay may be granted are:

- 6 1. For an employee who is a disabled veteran requiring medical treatment;
- 7 2. For an employee who is temporarily mentally or physically unable to perform his/her
8 duties;
- 9 3. For an employee who files for or assumes elected office;
- 10 4. For maternity or paternity leave, upon the recommendation of the attending physician;
- 11 5. For military leave when the employee has less than 1 year of service to qualify for leave
12 with pay.

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

19 Employees who are called to active duty as a result of the activation of military reservists
20 beginning in September 2001, due to the crisis related to terrorist attacks on America, and who are eligible to
21 receive the thirty (30) calendar day military leave compensation in accordance with Military Code Section
22 395 et seq., shall receive the difference between their regular City salary, as established by Resolution No.
23 6413 and their total military salary, starting the 31st calendar day of military leave. The difference in salary
24 shall continue for up to one year of active military service, which includes the thirty (30) days provided for in
25 this section. During this one-year period, the City will continue to provide the employee the benefit plan as
26 was provided prior to such active duty. Payment into the PERS retirement plan will be made on a prorated
27 basis. Any employee activated prior to December 1, 2003 will be eligible to receive up to a maximum of one
28 year the benefits described above. Employees activated after December 1, 2003 will not be eligible for any
29 benefits beyond those mandated by law, unless the Mayor and Common Council expressly approve such
30 compensation. This compensation provision applies to those employees who are involuntarily called to active
31 military duty.

32 The compensation provision does not include an employee's attendance at weekend reserve
33 meetings or drills. Employees must use their own time to attend such meetings. Should the meetings
34 unavoidably conflict with an employee's regular working hours, the employee is required to use vacation
35 leave, holiday time, compensatory time off, or leave without pay. Employees who are called in for a medical
36 examination to determine physical fitness for military duty must use vacation leave or leave without pay. The

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3 **thirty (30) day compensation provision also applies to any employee on military leave, other than temporary**
4 **military leave, who is ordered into active military duty or is inducted, enlists, enters, or is otherwise called**
5 **into active military duty.**

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

9 **W. No-Pay Status**

9 If an employee does not have time reported to payroll during a pay period resulting in no payroll
10 check issued, they will be considered on no-pay status. The Finance Department will bill the employee for both the
11 employee and employer portions of their Insurance Benefits. This will be in effect for any and all pay periods during
12 the time employee is no-pay status. Employees can voluntarily cancel insurance benefits by contacting the Human
13 Resource Department. If an employee chooses to cancel their health benefits they will be subject to reenrollment
14 pursuant to PERS guidelines. In circumstances in which either the Federal Family Leave Act or the State Medical
15 and Family Leave Act apply, the City shall adhere to the requirements of the Acts.

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

16 **X. Holidays**

17 All participants shall receive the following paid holidays:

17	New Year's Day	January 1
18	Martin Luther King Day	3rd Monday in January
19	President's Day	3rd Monday in February
20	Memorial Day	Last Monday in May
21	Independence Day	July 4
22	Labor Day	First Monday in September
23	Veteran's Day	November 11
24	Thanksgiving	4th Thursday in November
25	Day After Thanksgiving	4th or 5th Friday in November
	Christmas Eve	December 24
	Christmas Day	December 25
	New Year's Eve	December 31
	Two (2) Floating Holidays (18 holiday hours)	

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

6 Effective January 1, 2006, non-safety employees shall accrue nine (9) hours of holiday time
7 per holiday. Two (2) floating holidays will equal 18 holiday hours and will be placed into the employee's
8 holiday account at the beginning of each calendar year.

8 In lieu of the above, shift employees shall accrue six-and-a-half (6½) shifts per calendar year,
9 accrual at six (6) hours per pay period.

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

10 If a holiday falls on a nine - (9) or ten - (10) hour work day, the employee will be paid eight (8)
11 hours holiday pay. The employee may supplement the holiday with accrued vacation, holiday account time, or no
12 pay. Effective January 1, 2006, the employee will be paid nine (9) hours holiday pay.

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

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

17 **Police**

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

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

23 Y. **Benefits Reopener**

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

