

SBCPAA PROPOSAL # 3

5/19/2010

1:12 PM

This proposal supersedes all previous proposals.

AGREEMENT REGARDING MODIFICATION OF NEGOTIATED SALARY INCREASE

Section 1 – Definitions

For purposes of this Agreement, the parties agree that the following term has the following meaning:

Current Annual Salary- A member's annualized salary based upon their base hourly wages at the time of the calculation, calculated as the member's base hourly wages at the time of the calculation multiplied by 2,080. Current Annual Salary excludes Deputy V pay, differentials, etc.

Section 2 – Pay Raise Modification

- (a) In an effort to avoid the implementation of furloughs, work hour reductions and/or across-the-board layoffs, the parties agree to a modification in the implementation of the negotiated 3.25% across-the-board salary increase for the Attorney Unit that was previously scheduled to go into effect pay period 15/10. In lieu of the negotiated across-the-board salary increase, the following salary provision is agreed to by the parties:

Each Attorney Unit member who was hired on or before May 18, 2010 and remains on the payroll in pay period 15/10 shall receive a lump-sum cash payment equal to 3.25% of their then Current Annual Salary (pro-rated for job-share and part-time). The lump-sum payment shall be considered as earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association and shall be made in Pay Period 16/10. This lump-sum payment shall not increase or otherwise affect differentials or other payouts.

- (b) The County and SBCPAA enter into this agreement in an effort to avoid the implementation of across-the-board layoffs, furloughs or work hour reductions in the bargaining unit. However, it is also understood that the County's revenues are

uncertain and that such things as the impacts of the State and/or Federal budgets are unknown. The County commits, however, that if the current fiscal year's (FY 10/11) projected discretionary revenue from the sources listed in subsection (c), below, exceed FY 2007/2008 actual revenues from the sources listed in subsection (c), below, plus countywide general fund increased retirement costs, the 3.25% across-the-board salary increase for the Attorney Unit that was scheduled to go into effect pay period 15/10 shall go into effect pay period 15/11. For example, if 2010/11 projected discretionary revenue is \$675,000,000 employees will receive the 3.25% increase in pay period 15/11 since this figure would exceed the 2007/08 actual revenues (\$636,752,986), plus countywide general fund increased retirement costs (assuming a \$20,000,000 cost).

(c) The discretionary revenue sources and dollar figures referenced in subsections (b), above, are as follows:

Total Property Related Revenues* (2007-2008 Actual): \$479,691,081
(Source: Auditor-Controller-Recorder's financial accounting system in which the amounts are included in the CAFR).

Prop 172 Revenues (2007-2008 Actual): \$157,061,905
(Source: State Controller's Office)

*Total Property Related Revenues includes Current Secured, Unsecured, Unitary, VLF Property Tax Swap, Supplemental Property Tax, Property Transfer Tax, Sales Tax/Property Tax Swap, Penalty on Current Taxes, Prior Property Taxes, Prior Property Taxes, penalties and interest.

Section 3 – Retirement Incentive

(a) Attorney Unit employees who retire prior to the end of FY 09/10 shall receive a lump-sum payment of \$5,000. Such lump-sum payment shall be made in the pay period prior to the employee's retirement date, and shall be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.

Section 4 – Retirement Credit Buyback

The parties agree that they will immediately commence good faith negotiations (or discussions) to agree upon the details of a resolution of the issues raised in SBPCAA v. Board of Retirement of San Bernardino County Employees Retirement Association/County of San Bernardino CIVDS 903725 in order to effectuate the County's expressed intent to permit the individuals who are the subject of the litigation to purchase credits for prior service and to bring finality to the issue via the appropriate waivers and release. The parties recognize that this

paragraph and the negotiations pursuant thereto are not admissible in any legal proceeding under Evidence Code section 1152 and other law.

County of San Bernardino

San Bernardino County Public Attorneys Association

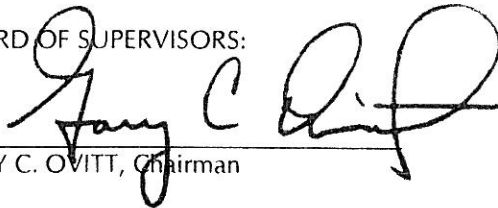

GREGORY C. DEVEREAUX
County Administrative Officer


CLYDE A. BOYD
Chair, Negotiations Committee
SBC Public Attorneys Association

5/19/10
Date

5/19/10
Date

BOARD OF SUPERVISORS:


GARY C. OVITT, Chairman

JUN 15 2010
Date

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD OF SUPERVISORS LAURA H. WELCH, Clerk of the Board of Supervisors of the County of San Bernardino.

By 
Laura H. Welch
Deputy Clerk
SAN BERNARDINO COUNTY, CA