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 13 Brenda Jo Tubbs, and Teri Williams on Behalf of
 14 Themselves and Others Similarly Situated

15 **UNITED STATES BANKRUPTCY COURT**
 16 **EASTERN DISTRICT OF CALIFORNIA – SACRAMENTO DIVISION**

17 In re:
 18 CITY OF STOCKTON, CALIFORNIA,
 19 Debtor.

20 Case No. 12-32118
 21 Chapter 9

22 ASSOCIATION OF RETIRED EMPLOYEES
 23 OF THE CITY OF STOCKTON, a nonprofit
 24 California corporation, SHELLEY GREEN,
 25 PATRICIA HERNANDEZ, REED HOGAN,
 26 GLENN E. MATTHEWS, PATRICK L.
 27 SAMSELL, ALFRED J. SIEBEL, BRENDA
 JO TUBBS, TERI WILLIAMS, on Behalf of
 Themselves and Others Similarly Situated,
 Plaintiffs,

Adv. No.
 DECLARATION OF GEORGE BIST IN
 SUPPORT OF APPLICATION FOR
 TEMPORARY RESTRAINING ORDER
 OR RELIEF FROM STAY

vs.
 CITY OF STOCKTON, CALIFORNIA,
 Defendant.

1 I, George Bist, declare:

2 1. I have personal knowledge of the facts set forth in this declaration and, if called as
3 a witness, I could and would testify competently to these facts under oath.

4 2. As the City of Stockton Employee Relations Officer from 1989 through 2001,
5 and at the direction of the City Manager, I was responsible for communicating, interpreting,
6 implementing and administering all employee relations matters on behalf of the City of Stockton.
7 Beginning in 1992 and continuing through 1993 I engaged in labor negotiations with employee
8 labor groups to obtain changes in the City medical plan that would reduce City costs.

9 3. Supervising Personnel Analyst Kelley Garrett, under my direction, was
10 responsible for the day-to-day duties of monitoring and managing the City's employee health
11 and benefit program. She participated in the meet and confer labor negotiations meetings with
12 employee labor groups. Staff from the City Attorney's Office also participated in some of these
13 meetings.

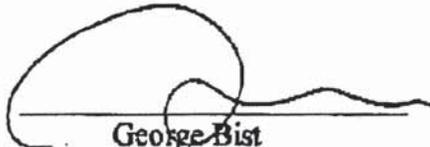
14 4. During the meet and confer process, it was communicated to me that labor
15 representatives of San Joaquin Public Employees Association (SJPEA), representing some of
16 the City employees, asked for an explanation of the meaning of the City's proposed language
17 contained in section 6.17 of the Modified Employee Medical Plan dated January 1, 1993. They
18 also asked how this section would be applied. I met with representatives of SJPEA to provide
19 clarification about section 6.17. I provided an explanation; however, SJPEA asked for a more
20 specific clarification. I informed the labor group that I would consult with staff of the City
21 Attorney's Office to review the language, and also meet with the City Manager to ensure a
22 thorough and mutual understanding of the meaning of section 6.17.

23 5. At my next meeting with SJPEA, based on the information and direction I
24 received from the City Attorney's Office and the City Manager, I clarified and provided some
25 examples as to how the City would interpret and apply the proposed language as follows:
26 The language permitted the City to make changes in the medical plan if it was necessary to
27 immediately comply with state and federal regulations and there was insufficient time to meet
28 and confer with labor representatives regarding the changes. The language also permitted the

1 City to change its third party administrators, individual or group providers without first having to
 2 obtain the concurrence of the labor group representatives, provided there was not a change in the
 3 medical benefits provided to employees. I explained that the authority to make the above
 4 changes without having to first obtain the agreement of all labor groups was necessary because
 5 the changes would need to apply to all groups equally.

6 6. I recall that I assured the labor representatives of SJPEA and other City labor
 7 groups that the City cannot make any changes in the City medical plan that would result in a
 8 reduction in medical benefits or an increase in cost to the employee without first meeting and
 9 conferring with representatives of the employees over any changes in wages, hours, benefits and
 10 working conditions and reaching a mutually agreeable resolution. I also told the representatives
 11 of employee labor groups that the City could not make changes in the City medical plan that
 12 would result in a reduction in medical benefits or an increase in cost to retirees without first
 13 obtaining the consent of the retirees. This last statement was consistent with legal opinion that I
 14 had been given by the City Attorney's Office and it was why the City did not change the medical
 15 plan for those who retired prior to the effective date of the Modified Medical Plan in 1993.

16 I declare under penalty of perjury under the law of the United States of America that the
 17 foregoing is true and correct and that this declaration was executed in, Sterling Utah, on July 6,
 18 2012.

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 20 George Bist

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