

Cases and Resources on Labor and Pension Issues

William G. Gale & Aaron Krupkin, *Financing State and Local Pension Obligations: Issues and Options* (July 2016)

<https://www.brookings.edu/wp-content/uploads/2016/07/PB-Pension-shortfalls-and-SL-budgets.pdf>

Alicia H. Munnell & Jean-Pierre Aubry, *GASB 68: How Will State Unfunded Pension Liabilities Affect Big Cities?* (January 2016)

http://crr.bc.edu/wp-content/uploads/2016/01/SLP_47.pdf

In re City of Vallejo, Cal., 403 B.R. 72, 78–79 (Bankr. E.D. Cal. 2009), *aff'd*, 432 B.R. 262 (E.D. Cal. 2010); *In re* City of San Bernardino, Cal., 530 B.R. 474, 480–82 (C.D. Cal. 2015) (§ 365 of the Bankruptcy Code governs the Chapter 9 debtor’s proposed treatment of collective bargaining agreements and retiree benefits)

N.L.R.B. v. Bildisco & Bildisco, 465 U.S. 513 (1984) (in evaluating a debtor’s request under § 365, the judge should consider whether “the collective-bargaining agreement burdens the estate, and that after careful scrutiny, the equities balance in favor of rejecting the labor contract”)

San Bernardino, 530 B.R. at 480–82 (relying on *Bildisco* and authorizing rejection of collective bargaining agreement); *In re* City of Vallejo, Cal., 432 B.R. 262 (E.D. Cal. 2010) (affirming bankruptcy court’s order authorizing debtor’s rejection of collective bargaining agreement)

Vallejo, 432 B.R. at 273–75; *In re* Cty. of Orange, 179 B.R. 177, 182–83 (Bankr. S.D. Cal. 1995) (issues concerning the limitations of a municipality’s ability to unilaterally reject a collective bargaining agreement, as well as the evidence necessary to support a rejection determination under § 365)

In re City of Stockton, Cal., 478 B.R. 8 (Bankr. C.D. Cal. 2012) (discussing issues raised by request to require Chapter 9 debtor to continue to pay retiree benefits, including § 904’s restriction on the bankruptcy court’s ability to interfere with the debtor’s property or revenue)

San Bernardino, 530 B.R. at 489 (affirming bankruptcy court’s decision denying union’s request for relief from stay; the automatic stay applies to a prepetition action concerning the debtor’s alleged breach of a memorandum of understanding with a labor union)

In re City of Detroit, Mich., 504 B.R. 97 (Bankr. E.D. Mich. 2013); *In re* City of Stockton, Cal., 493 B.R. 772 (Bankr. E.D. Cal. 2013) (for eligibility determination whether the debtor negotiated in good faith with its labor unions and retirees prior to filing the Chapter 9 case)

In re City of Stockton, Cal., 493 B.R. 772, 779–80 (Bankr. E.D. Cal. 2013) (explaining prepetition steps taken by city with respect to its pension plans)

In re City of Detroit, Mich., 524 B.R. 147, 211 (Bankr. E.D. Mich. 2014) (debtor's pension obligations were subject to impairment in the Chapter 9 case despite state constitutional or statutory protections for the same)

In re City of Stockton, Cal., 526 B.R. 35, 50–55 (Bankr. E.D. Cal. 2015) (discussing potential impairment of contract with CalPERS)

In re City of Stockton, Cal., 542 B.R. 261 (9th Cir. BAP 2015) (discussing separate classification and treatment of bondholder's claim)