

**SIDE LETTER AMENDMENT/AGREEMENT TO RESOLUTION 2007-343
MIDDLE MANAGEMENT UNIT**

The following sets forth the Amendment to Resolution 2007-343 for full-time, non-safety, Middle Management Unit employees.

A. ARTICLE III, COMPENSATION, SECTION 1, WAGES

“Salaries are per Resolution No. 6413, Section 11, as amended by the Mayor and Common Council.

Effective September 16, 2010, through June 30, 2012, all members of the Middle Management Unit, excluding those due to health or safety concerns as determined by the City Manager, will continue to participate in a 36-hour work week resulting in four (4) hours of no pay per week. This reduced work week will equate to approximately a ten percent (10%) salary reduction.

Employees not participating in the reduced work week due to health and/or safety reasons, as determined by the City Manager, will participate by reducing their compensation by four (4) hours per week and, in return, will accrue four (4) hours of concession leave time per week to be used at their discretion in the same manner as vacation leave. The concession hours will have no expiration date and will have no cash value.

The City agrees to restore the ten percent (10%) employee concession and full work periods prior to June 30, 2012, if sales tax, utility tax, and property tax totals restore to the FY 07/08 levels or if the City of San Bernardino receives a Federal or State bailout or other windfall that can be applied to the General Fund with no limitations equal to or greater than the amount of savings achieved through the employee concessions.”

B. ARTICLE III, COMPENSATION, SECTION 5, PERS, SUBSECTIONS (A) THROUGH (D)

“A. For any unit employee hired on or after January 1, 1998, the City will pay six percent (6%) of the members’ contribution to PERS credited to the employee’s account as a fringe benefit. Upon said employees completing five (5) years of service, the City will pay eight percent (8%) of the members’ contribution to PERS credited to the employee’s account as a fringe benefit on the first pay period of the sixth year of service.

Effective September 16, 2010, newly hired employees will pay the full employee contribution amount of the members’ contribution towards PERS retirement. Upon said employees completing five (5) years of service, the City will pay the members’ contribution to PERS credited to the employee’s account as a fringe benefit on the first pay period of the sixth year of service.

B. Effective January 1, 2011, the City of San Bernardino will amend the current PERS contract to provide a two-tier retirement benefit of 2% @ 55 for all employees in the bargaining group hired on or after January 1, 2011.

Any member of the bargaining group who is laid off and subsequently rehired will be reinstated to the retirement formula they previously had prior to layoff.

The City agrees to amend the PERS contract to provide 2.7% @ 55 retirement benefit effective January 1, 2008, to all unit members. All costs for providing such retirement benefit shall be paid by the City.

The City agrees to amend the PERS contract to provide the 2% @ 55 retirement benefit, effective June 30, 2001, to all unit members. All costs will be covered by the City.

C. The City will pay the employer contribution (\$3.50/month) for the Fourth Level of 1959 Survivor Benefits.

D. Effective September 16, 2010, through June 30, 2012, the City shall continue to report the pay rate to PERS as the full monthly salary approved by the Mayor and Common Council in Resolution No. 6413, Section 11."

C. ARTICLE III, COMPENSATION, SECTION 6, OVERTIME, SUBSECTION (A), ADMINISTRATIVE LEAVE

"Unit employees will receive forty (40) hours of administrative leave on July 1st of each year this MOU is in effect. Unused Administrative Leave may not be carried forward from year to year and shall not be paid for at any time. Employees receiving Administrative Leave shall not earn any additional time off or other compensation for overtime work, except as described below.

Effective September 8, 2010, Administrative Leave shall be increased to sixty (60) hours for the periods July 1, 2010, through June 30, 2011, and July 1, 2011, through June 30, 2012 only."

D. ARTICLE III, COMPENSATION, SECTION 6, OVERTIME, SUBSECTION (C), FLUCTUATING SCHEDULE

"In the event that FLSA-exempt unit members must work beyond their regular shift or must work on a regularly scheduled day off to provide support for prescheduled special events, the Department Head or his/her designee has the discretion to implement a fluctuating schedule, whereby the employees will work on the prescribed special event in exchange for equivalent time off. Each Department Head or his/her designee shall consider any request for an employee as to their preference for taking the equivalent time off."

E. ARTICLE III, COMPENSATION, SECTION 6, OVERTIME, SUBSECTION (J)

"J. Effective September 16, 2010, through June 30, 2012, non-FLSA exempt employees who work a 36-hour work week shall be paid overtime compensation at the rate of time and one-half for hours worked over 36 hours in the designated work week. Employees who continue to work a 40-hour work week due to health and safety concerns as determined by the City Manager will continue to be paid overtime compensation as outlined in the Memorandum of Understanding and in compliance

with the Fair Labor Standards Act. Vacation, sick, holiday, compensatory time, and concession leave hours will not apply towards hours worked in the work week.”

F. ARTICLE III, COMPENSATION, SECTION 11, MERIT INCREASES

“Effective September 16, 2010, through June 30, 2012, all Middle Management Unit employees shall forego step increases.”

G. ARTICLE V, LEAVES, SECTION 2, HOLIDAYS, SUBSECTION (E)

“Holidays earned in any twelve (12) month period may not be accumulated beyond the total number of holidays allowed each year by this MOU.

Effective September 16, 2010, an employee’s balance of Holiday hours to be carried over from June 30th of each year shall increase from 18 hours to 126 hours, with an employee’s accrual balance not to exceed 126 hours.”

H. ARTICLE VII, GENERAL PROVISIONS, SECTION 4, TERM OF MEMORANDUM OF UNDERSTANDING

“The term of this MOU shall extend for a two (2) year period from July 1, 2010, through June 30, 2012. If negotiations regarding an MOU are in progress at the time the current MOU expires, or if the parties are at impasse, the current MOU shall remain in effect until a successor MOU is adopted by the Mayor and Common Council.”

DATE: Sept 16, 2010

ATTEST: Rachel G. Clark
City Clerk

FOR THE CITY:

**REPRESENTATIVES OF:
MIDDLE MANAGEMENT UNIT
EMPLOYEES**

Charles McNeely
CHARLES MCNEELY, City Manager
City of San Bernardino

Linn Livingston
LINN LIVINGSTON,
Director of Human Resources

Bonnie Clarke
San Bernardino Public Employees’
Association (SBPEA)

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