

1 RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN
2 BERNARDINO AUTHORIZING EXTENSIONS OF MOUS, SIDE LETTERS, AND
3 RESOLUTIONS FOR THE GENERAL, MIDDLE MANAGEMENT, AND
4 MANAGEMENT/CONFIDENTIAL BARGAINING UNITS.

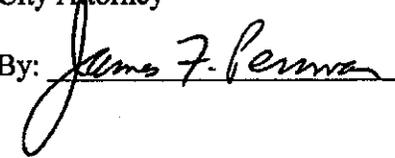
5 I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Mayor and
6 Common Council of the City of San Bernardino at a joint regular meeting thereof, held
7 on the 2nd day of July, 2012, by the following vote, to wit:

<u>Council Members</u>	<u>Ayes</u>	<u>Nays</u>	<u>Abstain</u>	<u>Absent</u>
8 MARQUEZ	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
9 JENKINS	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
10 VALDIVIA	<u> </u>	<u>X</u>	<u> </u>	<u> </u>
11 SHORETT	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
12 KELLEY	<u> </u>	<u> </u>	<u> </u>	<u>X</u>
13 JOHNSON	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
14 MC CAMMACK	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

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18 Georgeann Hanna, City Clerk

19 The foregoing resolution is hereby approved this 9th day of July, 2012.

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22 Patrick J. Morris, Mayor
City of San Bernardino

23 Approved as to form
24 JAMES F. PENMAN
City Attorney
25 By: 

**SIDE LETTER AMENDMENT/AGREEMENT TO SIDE LETTER 2010-300 BETWEEN
THE CITY OF SAN BERNARDINO AND THE MIDDLE MANAGEMENT UNIT**

The following sets forth an amendment to Side Letter 2010-300 for full-time, non-safety Middle Management Unit employees by adding the following language to the referenced articles, sections and subsections:

A. ARTICLE III, COMPENSATION, SECTION 1, WAGES

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

Effective July 1, 2012, until a successor MOU/Side Letter is adopted by the Mayor and Common Council, 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 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, SUBSECTION (D)

“D. Effective July 1, 2012, until a successor MOU/Side Letter is adopted by the Mayor and Common Council, 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 July 1, 2012, until a successor MOU/Side Letter is adopted by the Mayor and Common Council, Administrative Leave shall be increased to sixty (60) hours per fiscal year."

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

"J. Effective July 1, 2012, until a successor MOU/Side Letter is adopted by the Mayor and Common Council, 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."

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

"Effective July 1, 2012, until a successor MOU/Side Letter is adopted by the Mayor and Common Council, all Middle Management Unit employees shall forego step increases."

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

"The term of this MOU shall extend until a successor MOU/Side Letter is adopted by the Mayor and Common Council. 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: 7-12-12

FOR THE CITY:

Andrea M. Travis-Miller
Andrea Travis-Miller, Acting City Manager
City of San Bernardino

[Signature]
Director of Human Resources
City of San Bernardino

REPRESENTATIVES OF:
MIDDLE MANAGEMENT UNIT
EMPLOYEES

[Signature]
San Bernardino Public Employees'
Association (SBPEA)

[Signature]
[Signature]