

**AMENDMENT #4  
2008-2011  
CONSOLIDATED MEMORANDUM OF UNDERSTANDING  
WITH THE  
SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION**

We agree to the Side Letter Regarding Delayed Implementation of Negotiated Salary Increase as described below between the County of San Bernardino and the San Bernardino Public Employees Association (SBPEA).

**SIDE LETTER REGARDING DELAYED IMPLEMENTATION OF NEGOTIATED SALARY INCREASE**

**Section 1 – Definitions**

For purposes of this Agreement, the parties agree that the following terms have the following meanings:

**Deferral Period** – The time period during which the negotiated across-the-board salary increase for all SBPEA-represented bargaining units that was previously scheduled to go into effect on June 20, 2009 has not gone in effect pursuant to this Agreement.

**Bargaining Units-wide Layoffs** – Layoffs implemented for the purpose of reducing the number of regular bargaining unit employees for the purpose of obtaining additional cost-savings as a result of continuing County General Fund budget difficulties.

**Section 2 – Pay Raise Deferral**

- (a) In order to avoid implementation of work hour reductions and/or bargaining units-wide layoffs commencing at the beginning of FY 09/10, the parties agree to defer the negotiated across-the-board salary increase for SBPEA-represented bargaining units that was previously scheduled to go into effect on June 20, 2009. Alternatively, the 3.25% across-the-board salary increase will now go in effect on or about July 3, 2010, unless the financial condition of the County improves such that the County is able to implement the delayed salary increase prior to July 3, 2010. However, if the financial condition of the County worsens during FY 09/10, such that the County needs additional fiscal relief beyond the savings from the delayed implementation of the negotiated salary increase referenced above, the parties agree to meet within fifteen (15) days of a request by the County to discuss the impact of additional cost savings measures, including reductions in scheduled work hours.
- (b) The delay in implementation of this across-the-board salary increase shall remain in effect only so long as this limitation exists for the Attorneys Unit and Exempt Group employees of the County. In the event that the Attorneys Unit and Exempt employees are provided deferred pay provisions that are more favorable than those stated herein, County agrees to incorporate such provisions at Association's request.
- (c) During the period of the deferral, the County shall not exercise its right to impose SBPEA-bargaining units-wide layoffs. However, if the County does exercise such right to impose SBPEA bargaining units-wide layoffs during the deferral period, this Agreement shall terminate, and the negotiated across-the-board salary increase for the SBPEA-represented bargaining units that was previously scheduled to go into effect on June 20, 2009 shall become effective upon the first day of the first pay period in which the County exercises such right to impose bargaining units-wide layoffs.

**Section 3 – Deferred Bank of Leave Hours**

On July 3, 2010, each Unit employee in regular paid status who was hired prior to June 20, 2009, shall receive a leave bank credit of twenty (20) hours, to be used in the same manner as vacation leave. Banked leave hours must be used by the end of FY 10/11. Any remaining balance at the end of FY 10/11 will be forfeited. These accrued hours are not subject to leave cash-out provisions.

**Section 4 – Economic Review**

The County agrees to meet with SBPEA in January 2010 to provide an update as to the fiscal condition of the County and meet and confer on the impact of any cost savings that may be necessary to FY 10/11.

Section 5 – Ratification

SBPEA agrees to support and recommend approval of this Agreement to its members and further agrees to allow its members to vote on this Agreement.

Section 6 – Pending Disputes

The County agrees, upon notice by SBPEA that its members have ratified this agreement, to reinstate alternate work schedules for employees and revoke its decision to reduce employees' scheduled work hours that were to be effective at the beginning of the Fiscal Year 2009/10. Upon approval of this agreement by SBPEA members, SBPEA agrees to withdraw the grievances filed on May 14 and 15, 2009 alleging violations of the Meal Periods and Standard Tour of Duty articles.

Section 7 – Terms and Conditions

The parties agree that there shall be no changes to the terms and conditions of the MOU without mutual agreement of the parties.

County of San Bernardino



BOB WINDLE  
Assistant Director of Human Resources

6/8/09  
Date

San Bernardino Public Employees Association



BOB BLOUGH  
General Manager

6/8/09  
Date

BOARD OF SUPERVISORS:

GARY C. OVITT, Chairman

Date