

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF RIALTO
AND THE SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION
GENERAL BARGAINING UNIT**


In recognition of the multi-million dollar budget shortfall, the City of Rialto ("City") is facing for fiscal years 2010-11 and 2011-12, the parties have met and conferred in an effort to avoid layoffs. The City and the San Bernardino Public Employees Association ("SBPEA") have agreed to modify the July 1, 2009 through December 31, 2011 Memorandum of Understanding between the parties as follows:

1. Term: July 1, 2010 through December 31, 2011 (except for the provisions of paragraph 4, which shall extend to June 30, 2012).
2. Provisions of Article 2(B) regarding increasing bargaining unit salaries to the median based on a salary survey for January 2011 are eliminated (Savings \$150,688).
3. All employees will be required to take fourteen (14) days of unpaid furlough days (140 hours prorated for employees on part-time schedules consistent with compensation received from the City) by December 31, 2011. (Employees may elect to give up one or more floating holidays rather than take one or more furlough days on a one-for-one basis.) At least nine (9) days must be scheduled in the first twelve (12) months and the remainder in the last six (6) months. No later than October 1, 2010, employees will submit a furlough day(s) request to their supervisor for each month of the year through December 31, 2011. The City will accommodate the employee's request subject to staffing and workload. If the employee's initial furlough request cannot be accommodated they will be allowed to select an alternative. Employees who fail to submit a request by the 5th day of the month may have the furlough day(s) scheduled by their supervisor. (There shall be no more than two (2) furlough days a month without mutual agreement between the Employee and the department head). An approved unpaid day(s) of a leave of absence will count as a furlough day(s). The reduction in pay shall occur in the same pay period in which the furlough occurs. (Savings: \$397,740 for 18 months.)
4. Bargaining Unit members who receive a step increase within the fiscal year shall not be eligible for cashouts during that fiscal year. Bargaining Unit members who do not receive a step increase in the fiscal year shall be eligible to cash out up to sixty (60) hours total (combined vacation and sick leave) of leave cashout during that fiscal year. After the second cashout period for each fiscal year the parties agree to review the total amount paid in cashouts. If the total amount of cashouts is less than \$85,500 for that fiscal year employees will be eligible to cash out additional leave (combined vacation and sick leave) in an amount not to exceed a total of \$85,500 for the bargaining unit. (See, Article 17(C) and Article 19(C).) (Savings: \$171,000 for 24 months.)
5. Tuition reimbursement shall be eliminated. See Article 27. (Savings: \$28,542 for 18 months.)

6. The parties agree to reopen the meet-and-confer process regarding reinstatement of the provisions set forth above should the economy significantly improve, the City obtain significant new revenues or cost savings reach the point where the City's budget shortfall is substantially reduced. In addition, upon request, the parties will meet on a quarterly basis to review the City's finances.

7. The City Administrator and City Negotiations team will recommend: (a) that should any other City bargaining unit or employee group refuse or fail to participate in the City's budget balancing efforts, the City will not seek concessions beyond those agreed to in this Side Letter from the General Bargaining Unit; and (b) that there be no layoffs in this bargaining unit during the term of this MOU due to the budget deficit.

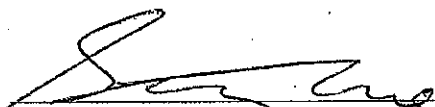
CITY OF RIALTO



Henry Garcia
City Administrator

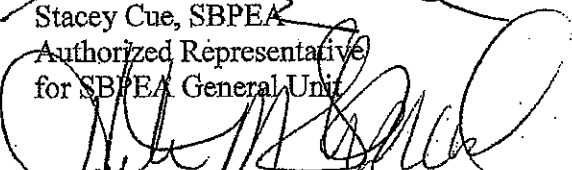
Dated: 6/9/10

SAN BERNARDINO PUBLIC
EMPLOYEES ASSOCIATION



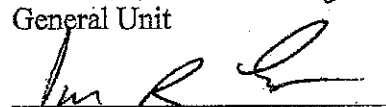
Stacey Cue, SBPEA
Authorized Representative
for SBPEA General Unit

Dated: 5-17-10



Helen Shepherd
General Unit

Dated: 6/9/10



James Estes
General Unit

Dated: 6-10-10