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INTER OFFICE MEMORANDUM
OFFICE OF THE CITY ATTORNEY
CITY OF SAN BERNARDINO

TO: Laura King, Payroll Supervisor
Finance Department

FROM: Stephanie D. Easland, Assistant City Attorney *SDE*

DATE: June 13, 2007

RE: *Richard Lewis Settlement Agreement*

Pursuant to your May 24, 2007 memorandum and our subsequent telephone conversations, clarification of Richard Lewis' settlement agreement is as follows:

The back pay provision of the agreement is to compensate Captain Lewis as if he had been promoted to Battalion Chief; therefore, such back pay is part of Captain Lewis' monthly pay rate and is reportable to Cal PERS for retirement purposes. That portion of back pay that would have been earned while on 4850 injury pay should be excluded from tax withholdings.

All future monthly pay rates will be at the rate of Battalion Chief and will be Cal PERS reportable compensation. This monthly pay rate should be fixed annually on August 1 to correspond with Charter §186 adjustments for Battalion Chiefs. Any payoff of leave balances should be at Captain Lewis' monthly pay rate at the time of such payoff.

As to future overtime, the agreement provides for payment of such overtime at the rate of one and one half times the regular rate of pay a Captain of Richard Lewis' experience and length of service would receive at that time.

As to future benefits, Captain Lewis is to receive all current and future benefits granted to Battalion Chiefs, in lieu of those granted to Captains, except for the overtime provisions previously discussed. The implementation of this provision should be from March 23, 2007, the date the agreement was fully executed by Richard Lewis, the San Bernardino Professional Firefighter's Union, Local 891, and their attorney Corey Glave.

I appreciate your assistance in implementing this settlement agreement and if you have any questions, please do not hesitate to call me.

SDE/ed/Lewis[Lewis.King.mcm]

