

Side Letter of Agreement
between
The City of Fresno
and
The Fresno Airport Public Safety Supervisors/OE3

The City of Fresno (City) and Unit 15, represented by the Fresno Airport Public Safety Supervisors/Operating Engineers, Local 3 (FAPSS/OE3) agree to the following.

Permanent Part-Time Members

1. Permanent Part Time Airport Public Safety Supervisors (“permanent part time members”) shall be included as members of Unit 15 and shall be designated to work on a modified 14 day work period.
2. Permanent part time members will accumulate and use all leave benefits in proportion to the number of hours scheduled for that employee’s position based on a full time 14 day, 84 hour schedule.
3. The City shall contribute, towards the health and welfare premium, an amount of money on behalf of the employee in proportion to the number of hours scheduled for that position. The City shall make such contribution only on the condition that the employee agrees to contribute to the Fresno City Employees Health and Welfare Trust the difference between such City contribution and the amount required by the Trust for the level of benefits provided. If the employee does not so agree, then the City shall make no contribution for Health and Welfare benefits for such employee. Election to pay such difference shall be made within thirty (30) days of appointment to the permanent part time position, or within thirty (30) days of the effective date of this Side Letter of Agreement, whichever is later.
4. Permanent part time members who decline to participate in the health plan at commencement of his or her employment may elect to participate each year thereafter during the annual City-wide open enrollment period or within thirty (30) days from the day of a qualified change in status. Participation at any time shall be by deduction from the employee's paycheck.
5. Permanent part time members shall participate in the Social Security System and shall not be members of the City of Fresno Fire and Police Retirement System unless:
 - The individual is transferring from a full time permanent position in the City of Fresno Fire and Police Retirement System to a part time position in the Fire and Police System; or

- At separation from City employment, the individual elected a Deferred Vested status in the Fire and Police Retirement System. Upon re-employment as a Public Safety Supervisor, the individual will resume participation in the Fire and Police Retirement System; or
- The individual is a retiree of the City of Fresno Fire and Police Retirement System and is reinstated from retirement by the City of Fresno Fire and Police Retirement Board in accordance with FMC 3-334.

This Agreement will take effect immediately upon approval by the City. It is the intent of both parties to include these provisions in any subsequently negotiated Memorandum of Understanding, subject to the meet and confer process.

FOR THE CITY:

FOR FAPSS/OE3:

KEN PHILLIPS
Labor Relations Manager

FRED KLINGEL
Business Agent

DATE: _____

**APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE**

BY: _____



Supervising Deputy