

**Side Letter of Agreement
Between
City of Fresno and Fresno City Employees Association**

This Side Letter of Agreement ("Agreement") is entered into by and between the City of Fresno ("City") and the Fresno City Employees Association ("Association"), representing Unit 3, Non-Supervisory White Collar Employees, and sets forth the full and entire understanding of the parties regarding Uniform Allowance in the current Memorandum of Understanding ("MOU") between the City and the Association, specifically amending Article VIII, Section K, Uniform Allowance, with the language below; and correcting language in Article VIII, Section W. to reflect what was negotiated between the parties and practice. Sections K and W of Article VIII, Compensation and Benefits, of the MOU are amended as follows,

Article VIII COMPENSATION AND BENEFITS

K. UNIFORM ALLOWANCE

1. Except for employees listed in the subsections below, employees not covered by the City's uniform program who are required to purchase, maintain, and wear a duty uniform shall receive a maintenance and replacement fee of thirty dollars (\$30) per month to be prorated on a pay-period-by-pay-period basis.
2. Employees working in the below Class Series shall receive uniform allowances as follows:
 - a. **Community Services Officer I/II/Senior, Property and Evidence Technicians, Crime Scene Technicians I/II/Senior, and Fire Prevention Inspector I/II/Senior**
 - (1) *** * *** Employees in these classifications who are required to purchase, maintain, and/or wear a uniform shall receive three hundred ninety-six **dollars** (\$396) in their first paycheck for the purpose of assisting in the purchase and maintenance of uniforms. Upon completion of the initial six (6) months of the probationary period, employees in these classes shall receive sixty-six dollars (\$66) per month for uniform maintenance and replacement to be prorated on a pay-period-by-pay period basis. In the event the newly hired employee voluntarily leaves the position within the first six (6) months, the employee shall reimburse the City for one-sixth (1/6) of the three hundred ninety-six dollars (\$396) for each full calendar month to be prorated on a pay-period-by-pay-period basis ~~as set forth in sub-section 3. below.~~
 - (2) **Employees in these classifications who have completed the required probationary period and who are required to maintain**

and wear a uniform for four (4) months or more within any fiscal year shall receive sixty-six dollars (\$66.00) per month , to be prorated on a pay-period-by-pay period basis.

- (3) Employees in these classifications who are required to maintain and wear a uniform fewer than four (4) months within any fiscal year shall receive twenty-two dollars (\$22) per month, to be prorated on a pay-period-by-pay-period basis.

- b. *** **Police Support Services Clerks/Technicians, Police Data Transcriptionists, and Rangemaster/Armorers, ***** who are required to purchase, maintain, and/or wear a uniform shall receive two hundred fifty dollars (\$250) in their first paycheck for the purpose of assisting in the purchase and maintenance of uniforms. Upon completion of the initial six (6) months of the probationary period, employees in this class shall receive forty-one dollars and sixty-six cents (\$41.66) per month for uniform maintenance and replacement to be prorated on a pay-period-by-pay-period basis. **
* In the event the newly hired employee voluntarily leaves the position within the first six (6) months, the employee shall reimburse the City one sixth (1/6) of the two hundred fifty dollars (\$250) for each full calendar month, to be prorated on a pay-period-by-pay period basis.

[§ deleted]

3. Employees who receive a uniform allowance as set forth in any of the above provisions, and thereafter change classes, shall receive a prorated sum to compensate for any difference.
4. The City agrees to consult with the Association prior to the implementation of any change to the uniform policy and the City agrees to meet and confer with the Association before creating a uniform requirement for a new class or for employees in a class which currently is not required to wear a uniform.

W. HEALTH REIMBURSEMENT ARRANGEMENT

The City currently maintains a Health Reimbursement Arrangement (HRA) that qualifies as a "health reimbursement arrangement" as described in Internal Revenue Service (IRS) Notice 2002-45 and other guidance published by the IRS regarding HRA's. The City agrees to maintain the HRA such that it will continue to qualify as a "health reimbursement arrangement" for the term of the MOU.

At service retirement, or at a disability retirement if the employee is otherwise eligible for service retirement, employees who have used eighty (80) hours or less of sick leave and/or vacation leave used for sick time (excluding only hours used for Workers' Compensation benefits, Bereavement Leave, and/or protected leave such as Family & Medical Leave, and Protected Sick Leave) in the 24 months preceding their date of retirement, will be credited with an account for the employee under the HRA to be used solely to pay premiums for medical insurance (including COBRA premiums). The "value" of the account shall be determined as follows:

The number of all accumulated sick leave hours, other than supplemental sick leave, in excess of 240 hours at the time of retirement multiplied by forty percent (40%) of the employee's hourly base rate of pay * * *.

The number of all supplemental sick leave hours at the time of retirement multiplied by the employee's hourly base rate of pay * * *.

The hourly base rate of pay shall be the equivalent of the monthly salary in * * * the * * * Salary Resolution for an employee as reflected in the salary tables, multiplied by twelve (12) months then divided by 2,080 hours.

At the employer's option, the HRA accounts may be book accounts only – no actual trust account must be established for any employee. Each HRA book account shall be credited on a monthly basis with a rate of earnings equal to the yield on the City's Investment Portfolio (provided that such yield is positive).

The HRA accounts shall be used solely to pay premiums for medical insurance (including COBRA premiums) covering the participant, the participant's spouse (or surviving spouse in the event of the death of the participant), and the participant's dependents. Once a participant's account under the HRA has been reduced to \$0, no further benefits shall be payable by the HRA. If the participant, the participant's spouse, and the participant's dependents die before the participant's account under the HRA has been reduced to \$0, no death benefit shall be payable to any person by the HRA.

While this provision is in effect, eligible employees shall not be allowed to cash out any accumulated or accrued supplemental sick leave at retirement.

This Agreement shall be effective on June 24, 2019, and shall become a part of the Memorandum of Understanding between the City and FCEA.

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FOR THE FRESNO CITY
EMPLOYEES ASSOCIATION:

SAMUEL FRANK
President

FOR THE CITY OF FRESNO:

KENNETH G. PHILLIPS
Labor Relations Manager

Date: _____

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: 

Assistant City Attorney