

LETTER AGREEMENT

LETTER AGREEMENT BETWEEN THE CITY OF CHICO AND THE CHICO POLICE OFFICERS ASSOCIATION REGARDING THE CHANGE IN SHIFT ROTATION SPECIFIC TO "C SWING" IMPLEMENTED BY THE CHIEF OF POLICE PURSUANT TO ARTICLE SEVEN, SECTION 7.1 OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND CPOA EFFECTIVE JANUARY 1, 2015 THROUGH DECEMBER 31, 2017.

Pursuant to the provisions of the Meyers-Milias-Brown Act ("MMBA") and in accordance with the Memorandum of Understanding between the City of Chico ("City") and the Chico Police Officers Association ("CPOA") effective January 1, 2015 through December 31, 2017 ("2015 MOU-CPOA"), this Letter Agreement is entered into on May 28, 2017, between the City and the CPOA ("Letter Agreement"). Except as provided herein, all wages, hours, and other terms and conditions of employment presently enjoyed by the CPOA in the 2015 MOU-CPOA shall remain in full force and effect.

Therefore, the City and CPOA agree as follows:

1. The City of Chico Police Department has a patrol team dedicated to the south campus area jointly referred to jointly the "C Team" or "C Swing" (hereinafter referred to as "C Team"). Pursuant to Exhibit "E" in the 2015 MOU-CPOA, the regular weekly scheduled shift for C Team is Thursday through Saturday, 1630-0430 Hours. During some "Summer" months when California State University-Chico is out of session, the south campus area calls for service decline during "C Team's" scheduled deploy time. Therefore, pursuant to Article Seven, Section 7.1 of the 2015 MOU-CPOA, effective May 28, 2017, Sergeants/Police Officers assigned to "C Team" shall work the following alternate schedule from May 28, 2017 through July 29, 2017:

Thursday through Saturday, 0600–1830 hours ("Alternate Schedule").

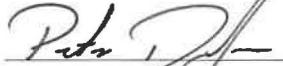
2. This Letter Agreement shall remain in effect from May 28, 2017 through July 29, 2017, thereafter this Letter Agreement will expire.
3. Effective July 30, 2017, "C Team" will revert back to the regular weekly scheduled shift, Thursday through Saturday, 1630-0430 Hours, in accordance with Exhibit "E" in the 2015 MOU-CPOA.

4. Notwithstanding anything to the contrary herein, nothing herein shall be interpreted to create a “past practice” nor a “vested right” in the above-referenced Alternate Schedule as all wages, hours, and other terms and conditions of employment presently enjoyed by the CPOA in the 2015 MOU-CPOA shall continuously remain in full force and effect.

5. Any amendments or modifications to this Letter Agreement shall be in writing, signed and dated by the City and CPOA.

Signed and Dated as follows:

For Chico Employee Association:




Peter Durfee, President (Date)

For the City of Chico:



Mark Orme, City Manager (Date)

Approved As To Form:



Vincent C. Ewing, City Attorney*

*Pursuant to The Charter of the City of
Chico, Section 906(D)