

LETTER AGREEMENT

LETTER AGREEMENT BETWEEN CITY OF CHICO AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 – TRADES AND CRAFTS UNIT REGARDING THE CONTINUATION OF BINDING ARBITRATION

Pursuant to Subarticle 1.6, entitled “Letter Agreement for Variation of Provisions” of the Memorandum of Understanding between the City of Chico and Service Employees International Union, Local 1021 – Trades and Crafts Unit Regarding Pay, Hours and Other Terms and Conditions of Employment for the Period of January 1, 2014 through December 31, 2016 (2014 MOU SEIU-TC Unit),” the City of Chico (City) and Service Employees International Union – Trades and Crafts Unit (Union) enter into this Letter Agreement in recognition of a clerical error in the presentation of the 2014 MOU SEIU-TC Unit to City Council, and City’s and Union’s agreement to maintain the current binding arbitration practices.

Therefore, the City and Union agree as follows:

1. Effective January 1, 2014, Union and City agree that Section 8.4, entitled “Binding Arbitration,” shall be amended as follows:

8.4 BINDING ARBITRATION

A. Union Request. If the grievance is not resolved through the mediation process, the grievance may proceed to arbitration upon request of Union made within twenty (20) working days of the conclusion of the mediation process.

B. Selection of Arbitrator. The parties to the grievance shall mutually agree on the selection of an arbitrator. If the parties are unable to agree on such selection, the State Mediation and Conciliation Service shall be requested to provide a list of five (5) arbitrators for consideration by the parties. Selection of the arbitrator from such list shall be made by either mutual agreement or, failing such agreement, by each party eliminating the names of unacceptable arbitrators, with Union first eliminating a name, then City eliminating a name, and so on until the name of one arbitrator remains, which such arbitrator shall be deemed selected to arbitrate the issues.

C. Mediation Transcripts, Records, and Documents. During the arbitration process, neither party shall have the right to, nor shall they, cite any information developed in the mediation process in the arbitration process or hearing.

D. Arbitrator’s Authority. The arbitrator’s authority shall be limited to making determinations regarding the violation, misapplication or misinterpretation of the provisions of this MOU. The arbitrator shall not have the authority to add to or delete from such provisions nor make

decisions which involve or direct changes or modifications to the scheduled pay or benefit provisions contained herein. In the event that there exists between the parties hereto a dispute as to whether a matter is subject to the arbitration process set forth herein, the arbitrator shall consider and determine whether the matter is subject to arbitration prior to hearing and considering the merits of the grievance issue.

E. Costs and Expenses. The cost of the arbitrator's compensation and expenses shall be shared equally between the parties. Each party shall be responsible for its own costs in securing witnesses for legal or other representation and for presentation of material.

2. Any amendments or modifications to this Letter Agreement shall be in writing, signed and dated by both parties.

3. All other terms, conditions, provisions and requirements of the 2014 MOU SEIU-TC Unit shall remain in full force and effect.

Signed and dated as follows:

For SEIU-TC:

Bob Collier 6-18-14
Bob Collier, Representative (Date)

Chris Bolshazy 6/16/2014
Chris Bolshazy, Local 1021 (Date)

For the City of Chico:

Mark Orme
Mark Orme (Date)
Interim City Manager

APPROVED AS TO FORM AND CONTENT:

Vincent C. Ewing
Vincent C. Ewing, City Attorney