

## LETTER AGREEMENT

### LETTER AGREEMENT BETWEEN CITY OF CHICO AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 – TRADES AND CRAFTS UNIT REGARDING THE FILLING OF CITY VACANCIES

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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),” the City of Chico (City) and Service Employees International Union – Trades and Crafts Unit (Union) enter into this Letter Agreement in recognition of City’s and Union’s agreement to maintain City’s budget reduction goals during the current negotiations process.

Therefore, the City and Union agree as follows:

1. Effective June 18, 2015 For the period of January 1, 2014 through December 31, 2016, Union and City agree to the following:
  - A. A *vacancy* officially becomes a “Notice of Vacancy” once the City has confirmed that adequate budget exists to fill the role;
  - B. For the purposes of filling future vacancies, Union and City agree that once a Vacancy is established, the City shall fill said vacancy in the following order:
    - a. **Internal Lateral Transfer**
      - i. Notice of a Lateral Transfer Opportunity shall be announced (“Announced” includes a verbal notice to all employees, including those employees on a leave of absence, as well as a physical Lateral Transfer opportunity positing on the Public Works bulletin boards to “classification applicable” staff and notice to SEIU union rep.)
      - ii. Employees will have five (5) working days, from the date of positing, to submit a letter of intent for the lateral transfer opportunity.
      - iii. In order to be eligible to request a lateral transfer, the employee’s last evaluation on file must have an overall rating of “Fulfills Expectations”.
      - iv. If more than one (1) employee submits a letter of interest, the Appointing Authority and/or designee will evaluate candidates through an **examination process that includes an oral interview. Additional examination processes may be used if required for the role.**
      - v. Once a vacancy is filled, a second Internal Lateral Transfer opportunity shall be announced. Lateral Transfer opportunities shall be limited to two (2) opportunities per established vacancy, unless otherwise expanded, as specified by the Department Director
    - vi. Employees must not be on probation
  - b. **Layoff Reinstatement List**
    1. Any potential Layoff Reemployment Lists will be reviewed to ensure our obligations under our Layoff provisions are met;

- c. **Career Ladder Promotions** - this process shall be utilized in accordance with the Classification Plan.
  - d. **City wide list (Internal Promotion)**
  - e. **Reemployment list**
  - f. **Employment list (External Recruitment)**
2. Any amendments or modifications to this Letter Agreement shall be in writing, signed and dated by both parties.
  3. This Letter Agreement is effective ~~January 1, 2014~~ **June. 2015** through December 31, 2016.
  4. All other terms, conditions, provisions and requirements of the 2012 MOU – SEIU – TC shall remain in full force and effect.

Signed and dated as follows:

For SEIU-TC:

Bob Collier 7-27-15  
 Bob Collier, Representative (Date)

Scott Hood 7-28-15  
 UNKNOWN, Representative (Date)

Chris Bolshazy 7/29/2015  
 Chris Bolshazy, Local 1021 (Date)

For the City of Chico:

Mark Orme 8/17/15 @  
 Mark Orme (Date)  
 City Manager

Approved as to Form:

Vince C. Ewing 8/15/15  
 Vince C. Ewing (Date)  
 City Attorney