

LETTER AGREEMENT

LETTER AGREEMENT BETWEEN CITY OF CHICO AND CBC EMPLOYEES REGARDING CONSTRUCTIVE RECEIPT

Pursuant to Subarticle 1.4, entitled “Variation From Provisions Upon Mutual Agreement” of the Memorandum of Understanding between the City of Chico and the Chico Battalion Chiefs Unit Regarding Pay, Hours and Other Terms and Conditions of Employment for the Period of July 1, 2020 through December 31, 2021 (2020 CBC PBR),” the City of Chico (City) and Chico Battalion Chief Employees (CBC) enter into this Letter Agreement to address the doctrine of Constructive Receipt.

Therefore, the City and CBC agree that section 3.6.C be amended as follows:

C. Compensating Time Off in Lieu of Overtime Payment. Employees working overtime may accrue Compensating Time Off (CTO) in lieu of overtime payment, and may utilize such CTO, in accordance with the following conditions and provisions:

1. Such CTO shall be accrued at the rate of one and one-half hours for each hour of overtime worked.

2. The maximum amount of CTO that may be accrued and utilized shall be limited to forty-eight (48) hours at any time.

3. CTO is encouraged to be utilized or paid for within the calendar year in which it was earned. Any CTO remaining credited to the Employee on December 31 may be paid, upon written request to the Finance Department,. By December 15th of each year, employees may request payment for part or all of unused CTO accrued in the following year. When requested, such payment shall be made on the Employee’s first paycheck in December of the following Calendar year .Payment for such hours will be made at the regular Pay rate in effect at the time of payment.

4. Approval for use of CTO shall be given by the Fire Chief or a designee in accordance with one or both of the following:

a. At the beginning of the work shift during which such CTO would be used after a determination has been made that there are sufficient on-duty Employees available to cover such work shift.

b. Scheduled in advance, in a manner similar to the scheduling of vacation, and subject to the same restrictions and conditions which exist on the scheduling of vacation.


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

2. All other terms, conditions, provisions and requirements of the PBR shall remain in full force and effect.

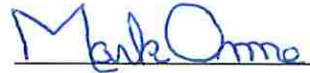
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Signed and dated as follows:


For CBC Employees:


Wesley Metroka
5-16-21
(Date)

For the City of Chico:


Mark Orme
City Manager
5/17/2021
(Date)

Approved as to Form:


Vincent C. Ewing, City Attorney*

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