

LETTER AGREEMENT

LETTER AGREEMENT BETWEEN CITY OF CHICO AND CHICO POLICE OFFICERS ASSOCIATION REGARDING EMPLOYEES WORKING IN AN ON CALL STATUS

Pursuant to the provisions of the Meyers-Milias-Brown Act ("MMBA") and Subarticle 1.6, entitled "Letter Agreement for Variation of Provisions" of the Memorandum of Understanding between the City of Chico ("City") and Chico Police Officers Association ("CPOA") effective January 1, 2018 through ~~December 31, 2020~~ ("2018 MOU-CPOA"), this Letter Agreement is entered into on May 29, 2019, between the City and the CPOA ("Letter Agreement") as an amendment to the 2018 MOU-CPOA. It is understood and agreed that the specific provisions contained in this Letter Agreement shall supersede any previous agreements, whether oral and/or written, regarding the matters contained herein. Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by CPOA in the 2018 MOU-CPOA shall remain in full force and effect.

Therefore, the City and Union agree that Section 5.5 shall be amended as follows:

5.5 CALL-BACK PAY

A. **Generally.** Employees who are called back to work from off-duty status shall receive a minimum of three (3) hours of overtime credit to be compensated in accordance with Subarticle 5.2., Section B., above. Should the necessary job tasks require more than three (3) hours of call-back time, Employee shall be compensated for the actual time worked. Call-back time shall begin at the time Employee reaches the job site, as may be appropriate for performing the required job duties, and shall end at such time as Employee completes the required job duties and leaves the job site to return to off-duty status.

B. **Call-Back Pay for Court Appearances.** For Court Call-Back, the Police Department Facility will be considered the job site and travel time between such Facility and the court will be included in call-back time worked. Only one minimum three (3) hour call-back will be credited per any court business day, except and unless Employee is required to make an appearance on two or more different cases and there is a minimum of three (3) hours between the end of the appearance for one case and the beginning of the proceedings of another case, in which instance Employee shall be credited with a minimum three (3) hour call-back for each different case.

1. **Telephone Stand-By.** Employees placed on telephone stand-by by the court, the District Attorney, the City Attorney, or the defense attorney in lieu of reporting to or waiting in the courthouse shall receive three (3) hours call-back credit for telephone stand-by. Employees on telephone stand-by who subsequently are required to make a court appearance

shall not be eligible to receive call-back pay for a court appearance pursuant to Section B, above. Only one minimum three (3) hours for telephone stand-by shall be credited per any court business day. Employees who appear pursuant to Section B, above, and are placed on telephone stand-by for a period of less than three (3) hours after such appearance shall not be eligible to receive call-back pay for telephone stand-by but shall only receive call-back credit.

2. Cancellation of Court Appearance. Employees who are scheduled for a court appearance at a time outside of Employees' scheduled work hours, which court appearance is subsequently canceled after being confirmed to Employees by the Police Department, shall receive three (3) hours of overtime pay. However, to be eligible for overtime pay, Employees must confirm such court appearance with the Police Department pursuant to the procedure established by Chief of Police between 4:00 p.m. and 5:00 p.m. on the court business day prior to such court appearance.

C. On-Call Pay. The On-Call system was developed to improve the after-hours response of the Police Department, without limiting the ability of affected Employees to make use of Employees' off-duty time for Employees' own purposes. The system assures that, should the need arise, Employees are available to be contacted and return to duty within a period of time which is determined by Chief of Police, or a designee, to be reasonable.

1. Assignment to On-Call Status. Assignment to On-Call Status under this system shall be made by the Chief of Police, or a designee, with sole discretion, in a manner that best meets the needs of the Police Department. Chief of Police, or designee, shall have the discretion to determine the periods of such assignment based on the needs to the Police Department.

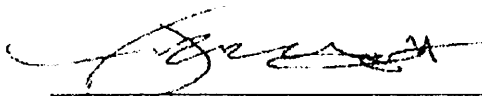
2. Compensation for On-Call Status. Employees assigned to be in On Call status pursuant to this section shall receive a minimum of three (3) hours of overtime compensation for each 24-hour period they are assigned to On-Call Status, whether or not called into work, or actual time worked, whichever is greater.

CD. Reporting and Verification. All of the above shall be subject to the reporting and verification requirements set forth in the General Orders.

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


Signed and dated as follows:

For Chico Employee Association:



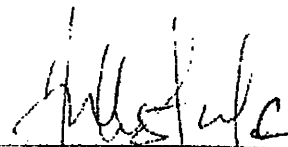
James Parrott, President (Date)

For the City of Chico:



Mark Orme, City Manager (Date)

Approved As To Form And Content:



Vincent C. Ewing, City Attorney*

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