

LETTER AGREEMENT

LETTER AGREEMENT BETWEEN CITY OF CHICO AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 – TRADES AND CRAFTS UNIT REGARDING CONSTRUCTIVE RECEIPT

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, 2018 through December 31, 2021 (2018 MOU-SEIU-TC)," the City of Chico (City) and Service Employees International Union – Trades and Crafts Unit (Union) enter into this Letter Agreement to address the doctrine of Constructive Receipt.

Therefore, the City and Union agree to amend section 5.2.E. as follows:

E. CTO in Lieu of Overtime Payment. Employees working overtime may accrue CTO in lieu of overtime payment, and may utilize such CTO, in accordance with the following conditions and provisions:

1. **Accrual.** CTO shall be accrued at the rate of one and one-half hours for each hour of overtime worked. The maximum amount of CTO that may be accrued and utilized at any time shall be limited to eighty (80) hours. Employees may choose to leave CTO in place into the following calendar year.

2. **Utilization.** CTO shall be utilized on a straight-time basis. Approval for use of CTO shall be given by Employee's Department Head, or Department Head's designee, subject to the same restrictions and conditions which exist on the scheduling of vacation.

3. **Payment for Unused CTO.** 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. In the first full pay period of the calendar year, Employees may request payment for part or all of unused CTO. When requested, such payment shall be made prior to the end of January. Payment for such hours will be made at the regular pay rate which was in effect at the time of the payout.


4. **City Manager Authority.** Notwithstanding anything above to the contrary, the City Manager shall have the authority to determine and order that CTO be paid or taken as time off.

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 2018 MOU – SEIU – TC shall remain in full force and effect.

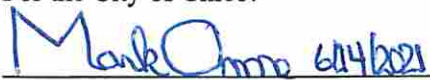
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Signed and dated as follows:


For SEIU/TC:

 6-7-21
James Erven, Representative (Date)


For the City of Chico:

 6/4/2021
Mark Orme (Date)
City Manager

NAME, Representative (Date)


Amanda Steiner (Jun 9, 2021 06:29 HST)
Amanda Steiner, Local 1021 (Date)

Approved as to Form:


Vince C. Ewing (Date)
City Attorney*

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