

LETTER AGREEMENT

LETTER AGREEMENT BETWEEN CITY OF CHICO AND STATIONARY ENGINEERS, LOCAL 39 REGARDING REOPENER RESOLUTION

Pursuant to Subarticle 1.6, entitled "Letter Agreement for Variation of Provisions" of the Memorandum of Understanding between the City of Chico and Stationary Engineers, Local 39 Regarding Pay, Hours and Other Terms and Conditions of Employment for the Period of January 1, 2018 through December 31, 2022 (2018 Local 39 MOU)," the City of Chico (City) and Stationary Engineers, Local 39 (Union) enter into this Letter Agreement as an amendment to the 2018 Local 39 MOU. 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 L39 in the 2018 Local 39 MOU shall remain in full force and effect.

Therefore, the City and Union agree to the following, effective September 12, 2021:

1. SALARIES

- a. Effective September 12, 2021, salaries shall be adjusted pursuant to Exhibit A.

2. STAND BY SHIFT PROGRAM

Compensation. Qualified Employees will be compensated for four (4) hours straight time at Employees hourly basic pay rate for each day during the Standby Shift assignment.

If the Standby Shift includes a weekend day and/or a recognized City holiday, the weekend day and/or City holiday will be compensated at the rate of eight (8) hours straight time at Employees' hourly Basic Pay rate for that day.

Employees required to report to work for a total of four (4) hours during a Standby Shift between the hours of 12:00 a.m. to 5:00 a.m. shall receive a differential of one (1) extra hour.

3. RETENTION COMPENSATION

Lateral Signing Bonus. Employees who have successfully completed the City of Chico Probationary Period, holding the classification of Wastewater Treatment Plant Operator, or Lead Operator, hired before September 12, 2021, shall be eligible for a Retention Incentive Bonus in the amount of \$7,000. All eligible employees interested in the Retention Incentive Bonus shall be required to sign a "Commitment Contract" that guarantees a minimum of twenty-four (24) months of continual service as a Wastewater Treatment Plant Operator or Lead Operator with the City of Chico.

This Retention Incentive Bonus shall be non-pensionable and will be paid on the October 15, 2021 payroll warrant. If for any reason an eligible employee does not provide the required twenty-four (24) months of continual service, that employee shall be required to pay back a prorated amount of the Retention Incentive Bonus.

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

Signed and dated as follows:

For Local 39:

 10/21/21
Bart Florence, Business Manager (Date)


 10/20/21
Charlie Solt, Dir. Public Employees (Date)

 10/21/21
Garrett Dickinson, Field Rep. (Date)

For the City of Chico:

 10/25/2021
Mark Orme, City Manager (Date)

Approved As To Form:



Vincent C. Ewing, City Attorney*

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

**MEMORANDUM OF UNDERSTANDING
 BETWEEN
 CITY OF CHICO
 AND
 STATIONARY ENGINEERS, LOCAL 39
 REGARDING PAY, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR
 JANUARY 1, 2018 THROUGH DECEMBER 31, 2022
 (2018 LOCAL 39 MOU)**

EXHIBIT "A"

SCHEDULE OF HOURLY PAY RATES

For Employees hired PRIOR to September 18, 2018.

| | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|--------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|
| Electrical Environ. Supervisor | 30.94 | 32.49 | 34.11 | 35.82 | 37.61 | 39.49 | 41.46 | 42.70 |
| Electrical Technician | 26.86 | 28.20 | 29.61 | 31.09 | 32.64 | 34.27 | 35.98 | 37.06 |
| Industrial Waste Inspector | 23.17 | 24.33 | 25.55 | 26.83 | 28.17 | 29.58 | 31.06 | 32.00 |
| Laboratory Technician | 23.17 | 24.33 | 25.55 | 26.83 | 28.17 | 29.58 | 31.06 | 32.00 |
| Laboratory Supervisor | 26.86 | 28.20 | 29.61 | 31.09 | 32.64 | 34.27 | 35.98 | 37.06 |
| Sr. Industrial Waste Inspector | 26.86 | 28.20 | 29.61 | 31.09 | 32.64 | 34.27 | 35.98 | 37.06 |
| WWTP Lead Operator | 34.02 | 35.72 | 37.51 | 39.39 | 41.36 | 43.43 | 45.60 | 46.97 |
| WWTP Operator I | 19.39 | 20.36 | 21.38 | 22.45 | 23.57 | 24.75 | 25.99 | 26.77 |
| WWTP Operator II | 24.28 | 25.49 | 26.76 | 28.10 | 29.51 | 30.99 | 32.54 | 33.52 |
| WWTP Operator III | 30.94 | 32.49 | 34.11 | 35.82 | 37.61 | 39.49 | 41.46 | 42.70 |

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF CHICAGO
AND
STATIONARY ENGINEERS, LOCAL 39
REGARDING PAY, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR
JANUARY 1, 2018 THROUGH DECEMBER 31, 2022
(2018 LOCAL 39 MOU)

EXHIBIT "A"

SCHEDULE OF HOURLY PAY RATES

For Employees hired ON or AFTER September 18, 2018

| | | | | | | | | | | | | | | |
|--------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Electrical Environ Supervisor | 30.99 | 31.76 | 32.55 | 33.36 | 34.19 | 35.04 | 35.92 | 36.82 | 37.74 | 38.68 | 39.65 | 40.64 | 41.66 | 42.70 |
| Electrical Technician | 26.88 | 27.55 | 28.24 | 28.95 | 29.67 | 30.41 | 31.17 | 31.95 | 32.75 | 33.57 | 34.41 | 35.27 | 36.15 | 37.05 |
| Industrial Waste Inspector | 23.22 | 23.80 | 24.39 | 25.00 | 25.62 | 26.26 | 26.92 | 27.59 | 28.28 | 28.99 | 29.71 | 30.45 | 31.21 | 31.99 |
| Laboratory Technician | 26.88 | 27.55 | 28.24 | 28.95 | 29.67 | 30.41 | 31.17 | 31.95 | 32.75 | 33.57 | 34.41 | 35.27 | 36.15 | 37.05 |
| Laboratory Supervisor | 34.08 | 34.93 | 35.80 | 36.69 | 37.61 | 38.55 | 39.51 | 40.50 | 41.51 | 42.55 | 43.61 | 44.70 | 45.82 | 46.97 |
| Sr. Industrial Waste Inspector | 19.41 | 19.90 | 20.40 | 20.91 | 21.43 | 21.97 | 22.52 | 23.08 | 23.66 | 24.25 | 24.86 | 25.48 | 26.12 | 26.77 |
| WWTP Operator I | 24.32 | 24.93 | 25.55 | 26.19 | 26.84 | 27.51 | 28.20 | 28.90 | 29.62 | 30.36 | 31.12 | 31.90 | 32.70 | 33.52 |
| WWTP Operator II | 30.99 | 31.76 | 32.55 | 33.36 | 34.19 | 35.04 | 35.92 | 36.82 | 37.74 | 38.68 | 39.65 | 40.64 | 41.66 | 42.70 |
| WWTP Operator III | | | | | | | | | | | | | | |