

LETTER AGREEMENT

LETTER AGREEMENT BETWEEN CITY OF CHICO AND STATIONARY ENGINEERS, LOCAL 39 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 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 modify 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 payment.

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.

5. Payment Upon Separation or Retirement. At such time as an Employee separates or retires from City service, the Employee shall be paid for the remaining, unused balance, if any, of the Employee's accrued CTO at the rate of pay earned by the Employee at the time of separation or retirement. Such payment shall be included in the Employee's final paycheck.

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Signed and dated as follows:

For Local 39:

 12/16/21
Bart Florence, Business Manager (Date)

 12/15/21
Charlie Solt, Dir. Public Employees (Date)

 12/9/21
Garrett Dickinson, Field Rep. (Date)

For the City of Chico:

 1/5/2022
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)