

LETTER AGREEMENT

LETTER AGREEMENT BETWEEN CITY OF CHICO AND CHICO POLICE OFFICERS ASSOCIATION REGARDING EMPLOYEES WORKING IN MANAGEMENT POSITIONS

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 5.4 shall be amended as follows:

5.2 OVERTIME PAY

A. Method of Earning Overtime. Except as otherwise provided herein, only Employees performing work in excess of their normally assigned work shift or on their regularly scheduled day off-shall be eligible for overtime pay. Overtime shall be granted in accordance with the following schedule:

<u>Overtime Worked</u>	<u>Overtime Earned</u>
Less than 8 minutes	None
8 min. but less than 45 min.	½ hour
45 min. but less than 1 hour	1 hour
1 hour or more	hour-for-hour basis subject to fractional increments as set forth above.

B. Method of Compensation.

1. Rate. Except as otherwise provided herein, all overtime worked by Employees shall be compensated by City by payment at one-and-one-half (1-1/2) times the Employees’ Regular Pay.

2. Payment During Pay Period. All overtime pay earned by Employees within a pay period shall be paid at the same time as payment is made for Basic Pay earned within said pay period.

3. **Payment at Termination.** An Employee terminating from City service for any reason shall be paid for accrued overtime at the rate set forth in Subsection 1, above. Such payment shall be made in conjunction with and included in Employee's final paycheck.

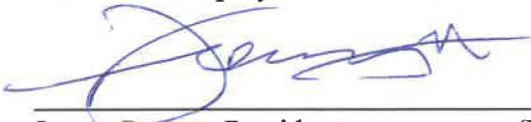
C. **Employees Working in Management Positions.** Employees who are ~~either temporarily promoted to a management position or are~~ assigned to work out of class in a management position, on an intermittent basis, shall be eligible for overtime pay, pursuant to Section 5.2.A. Employees who are either temporarily promoted, including out of class assignments, to a management position for thirty (30) days or more, shall be excluded from receiving overtime payment and in lieu thereof shall receive a prorated amount of management leave pursuant to the Management Pay and Benefit Resolution, MOU, or Annual Budget approved by resolution of Council.

D. **FLSA Work Period Defined.** The City has elected a twenty-eight (28) consecutive day work period for law enforcement employees under the 7(k) exemption contained in the Fair Labor Standards Act; this FLSA work period does not affect the calculation of MOU overtime pay as set forth in Section 5.2.A through 5.2.C above.

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:



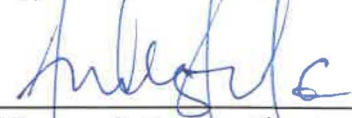
James Parrott, President (Date)

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)