

LETTER AGREEMENT

LETTER AGREEMENT BETWEEN CITY OF CHICO AND STATIONARY ENGINEERS, LOCAL 39 REGARDING ARTICLE 2.2 UNION MEMBERSHIP

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 to amend Article 2.2 Union Membership.

Therefore, the City and Union agree as follows:

2.2 UNION MEMBERSHIP

A. Dues Deduction. City agrees to deduct Union dues from Union members' pay during each bi-weekly pay period of each month in accordance with City's PERR and City's AP&P No. 13-11. In accordance with City's PERR, City will pay such dues monthly to Union on or before the fifteenth (15th) day of the month immediately following the month in which the dues were deducted. ~~Employees who authorize dues deduction through completion of a Dues Authorization Form shall be required to maintain Union membership and dues authorization.~~

B. Voluntary Committee on Political Education Contributions. City will deduct \$0.05 for each hour that the employee receives wages under the terms of this MOU, on the basis of individually signed, voluntarily authorized deduction forms for contributions to the Local 39 Federal Political Action Committee (PAC) fund. It is agreed that these authorized deductions for the Local 39 Federal PAC are not conditions of membership in the Union, or of employment with the City and that the Local 39 Federal PAC will use such monies in making political contribution in connection with Federal, State, and local elections. Payments shall be made on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee hours worked on forms provided by the Local 39 Federal PAC, remitted to 1620 North Market Boulevard, Sacramento, CA 95834.

C. Dues Deduction Discrepancies. Union agrees to indemnify, defend, and hold City harmless against any claims made and any suits filed against City resulting from the deduction of Employee Union dues or Local 39 Federal PAC contributions. In addition, Union agrees to refund forthwith to City any amounts paid to Union in error upon presentation of supporting evidence. Finally, City will be held harmless from any mistake(s) unless the mistake(s) is/are called to its attention and it fails to correct it/them within two pay periods of the mistake(s) being called to its attention.

~~**D. Union Security.** Pursuant to the provisions of California Government Code Section 3502.5(a), every Employee covered by this MOU shall as a condition of employment become a member of the Union and maintain the employee's membership in the Union in good standing in accordance with~~

~~its Bylaws or, in the alternative, shall tender monthly an agency fee in an amount equal to the amount of the initiation fee, periodic dues and general assessment of the union required of members.~~

Signed and dated as follows:

For Local 39:

Bart Florence 1/28/19
Bart Florence, Business Manager (Date)

Steve Crouch 1-28-19
Steve Crouch, Dir. Public Employees (Date)

Anthony Crans 1-25-19
Anthony Crans, Field Rep. (Date)

For the City of Chico:

Mark Orme
Mark Orme, City Manager (Date)

Approved As To Form:

Vincent C. Ewing
Vincent C. Ewing, City Attorney*

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