

**LETTER OF AGREEMENT BETWEEN CITY OF CHICO AND PUBLIC SAFETY
MANAGEMENT REGARDING UNION DUES**

Pursuant to Subarticle 1.5, entitled “Letter Agreement for Variation of Provision” of the “Resolution Providing for Pay, Benefits and Other Terms and Condition of Employment for the Chico Police Management Group (2021 Chico Police Management Group Employees Pay and Benefits Resolution),” the City of Chico (City) and Chico Police Management Group (CPM) enter into this Letter agreement to add Article V: Special Provisions

Therefore, the City and PSM (CPM) agree as follows:

1. Effective May 27th, 2021, Article V shall be added as follows:

ARTICLE FIVE: SPECIAL PROVISIONS

2.1 RECOGNITION

City recognizes CPM as the exclusive representative of Employees holding job titles as set forth in Appendix “1” pursuant and subject to the decertification provisions of the PERRs. This supersedes any previous recognition.

2.2 CHICO POLICE MANAGEMENT GROUP MEMBERSHIP

Employees who elect to become dues-paying CPM members shall commit to paying their dues until the following May 1. Each year Employees shall have the right to withdraw from CPM membership and their dues-paying obligation during the last full pay period prior to May 1. New Employees, or Employees who had not previously been CPM members, will be allowed to become CPM members at any time, and Employees’ commitment to membership shall extend only to the following May 1.

2.3 CHICO POLICE MANAGEMENT DUES OR SERVICE FEE

A. Dues or Service Fee Deduction. City agrees to deduct CPM dues or service fee from Employees’ pay twice per month in accordance with the PERRs and AP&P No. 13-11

entitled, "Payroll Deduction Authorization/Withdrawal Procedures and Policy." The amount of CPM dues and service fees will be determined by CPM, and City will be notified of any change in those amounts no less than thirty (30) days prior to the effective date of the change.

Employees who work any part of a pay period shall be subject to the full CPM dues or service fee deduction for that pay period. Employees who are on unpaid leave for the full pay period shall not be subject to CPM dues or service fee deductions for that pay period. In accordance with the PERRs, City will pay such dues monthly to CPM on or before the fifteenth (15th) day of the month immediately following the month in which the dues were deducted. If it is not technically possible to forward dues and service fees as provided for herein, City will provide CPM notice of reason for delay and anticipated payment date. Provided, however, during the last full pay period prior to July 31 of the calendar year, Employees will have the opportunity to withdraw from CPM membership and their dues-paying obligation. Employees, including new Employees, may elect to become CPM members at any time.

C. Dues or Service Fee Deduction Discrepancies. CPM agrees to indemnify, defend, and hold City harmless against any claims made and any suits filed against City resulting from the deduction of CPM dues or service fees. In addition, CPM agrees to refund forthwith to City any amounts paid to CPM in error upon presentation of supporting evidence. Finally, City shall not be held responsible to either Employees or to CPM for errors made in collecting dues or service fees, or for the collection of dues or service fees from Employees, or former Employees, who may be declining payment of same. However, City agrees to collect dues or service fees in the event that such fees were not properly deducted by City from Employees upon presentation of supporting evidence by CPM.

Employee Lists. CPM and City agree that the City will notify the CPM via email, to the Labor Relations Representative and the CPM Office Manager, the time, date, and location of the New Employee Orientation, including the number of bargaining unit employees anticipated to be in attendance at least ten (10) calendar days prior to new hire orientations being held.

The City will allow the CPM representative thirty (30) minutes to meet with new employee(s) at either the opening or closing of the new employee orientation. City representatives will excuse themselves during the CPM portion of the orientation and the CPM agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with City activities.

The City agrees to release time for one current employee to attend these meetings and for travel time to and from the orientation. The CPM will provide the City with the name of the representative at least five (5) calendar days prior to the orientation.

Information Provided. Via digital file (e-mail), the City will as soon as possible, but within no more than thirty (30) calendar days of hire, provide the CPM with the following information regarding the new employee:

Name	Job Title
Department	Work location
Home Address	
Work, home, and personal cellular telephone numbers (as available)	
Personal email addresses on file with the employer (as available)	

The City shall also provide the CPM this same information, via digital file (Microsoft Excel, or the equivalent), on all bargaining unit members on a quarterly basis.

Notwithstanding the foregoing, limited to the express purpose of Assembly Bill 119 requirements only, an employee may opt out via written request to the City (copy to the CPM) to direct the City to withhold the disclosure of the employee's:

Home Address	Home Phone Number
Personal Cellular Phone Number	Personal email address

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

3. All other terms, conditions, provisions and requirements of the Resolution shall remain in full force and effect.

2.4 NO STRIKE PLEDGE

CPM hereby agrees that neither it nor any of its members will cause, instigate, encourage, condone, or engage in a strike or work stoppage which threatens the public health or safety. As used herein, "strike or work stoppage" means the concerted failure to report for duty, the unexcused absence from one's position; the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions of compensation, or the rights, privileges, or obligations of employment; or observing other employee organization picket lines against City. If CPM or any of its members engages in such a strike or work stoppage, City Manager may pursue all remedies or disciplinary actions authorized by law, including but not limited to, a court order to enjoin such strike or work stoppage. In addition, City may prohibit the use of City facilities and may prohibit access to Employee work or duty stations by CPM. City agrees not to prohibit any Employees from entering Employees' job sites for the purpose of performing Employees' duties in accordance with City rules and regulations.

Signed and dated as follows:

For Chico Police Management Group (CPM):


Mike Williams (Date) 5-27-21


Mike Rodden (Date) 5/21/21

For City of Chico:


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)