LETTER OF AGREEMENT BETWEEN CITY OF CHICO AND PUBLIC SAFETY MANAGEMENT REGARDING POLICE LIEUTENANT PROBATIONARY PERIOD

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 Public Safety Management Positions (2016 Public Safety Management Employees Pay and Benefits Resolution)," the City of Chico (City) and Public Safety Management (PSM) enter into this Letter agreement to add Article 2.3, Police Lieutenant Probationary Period.

Therefore, the City and PSM agree as follows:

- 1. Effective March 1, 2017, Article 2.3, entitled "Police Lieutenant Probationary Period," shall be added as follows:
- **2.3 Police Lieutenant Probationary Period.** All initial and promotional appointments shall be subject to a probationary period of 12 months.
- A. Probationary Period Extension. The Chief of Police, with the approval of the City Manager, may extend the employee's probationary period not to exceed an additional 12 months upon finding that the length of the initial probationary period in relation to training and other requirements of position is insufficient to evaluate adequately a probationary employee's ability to perform the job. The applicable employee organization shall be given notice of such extension.
- **B. Rejection of Employee on Probation.** During the probationary period, an employee may be rejected at any time by the appointing authority. A probationary employee so rejected shall not have the right to appeal such rejection or file a grievance relating hereto. Notification of such rejection shall be in writing and shall be served upon the probationary employee five days prior to the discharge date except in the case of emergency, and a copy shall be filed with the Human Resources and Risk Manager's Office concurrent with such service on the employee.
- **C. Rejection from a Promotional Position.** Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the rank from which the employee was promoted. Any applicable displacement patterns for affected employees will apply.

- 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.

Signed and dated as follows:

For Public Safety Management:

4-1-17

(Date)

(Date)

Jesse Alexander

Billy Aldridge

For City of Chico:

Mark Orme, City Manager (Da

Approved as to Form:

Vincent C. Ewing, City Attorney*

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