

SIDE LETTER AGREEMENT

~~LETTER AGREEMENT~~ BETWEEN CITY OF CHICO AND CHICO POLICE OFFICERS ASSOCIATION REGARDING REFERRAL INCENTIVES AND LATERAL SIGNING BONUSES

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–July 1, 2021~~ through ~~December 31, 2023~~ June 30, 2026 (“~~2018~~MOU2023 MOU-CPOA”), this Side Letter Agreement is entered into on ~~October 4, 2022~~ January 10, 2024, between the City and the CPOA (“Side Letter Agreement”) as an amendment to the ~~2021~~ MOU-CPOA. It is understood and agreed that the specific provisions contained in this Side 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 ~~2021~~ MOU-CPOA shall remain in full force and effect.

Therefore, the City and Union agree as follows:

It is understood that the City of Chico Police Department has experienced noteworthy recruitment and retention issues for qualified Police Officers that has only very recently begin to trend in a positive direction. —This Side Letter Agreement, in addition to ~~the~~ other recruitment and retention tools already implemented, further improve the City’s competitiveness in ensuring a safe community. As such, ~~October 4, 2022~~, the City and CPOA agree that:

1. **Referral Incentive Bonus:**

Through conversation, relationships, mentoring and networking, employees have the opportunity to contribute to the wealth of talent the City employs. City Employees are encouraged to refer applicants to vacant Police Officer Positions.

For every referral from a City Employee that is successfully hired, the City Employee will receive a Referral Incentive Bonus (paid in two parts). There shall be no limit as to how many referrals an employee can submit.

Employees shall submit an email to Human Resources identifying the referred applicant and the applicable position prior to the applicant submitting their application materials.

Once the applicant successfully completes all phases of the examination and background process, and has been appointed to the designated position, the City Employee shall be eligible to receive the first referral bonus.

Once the applicant has successfully completed the established probationary period, the City Employee shall be eligible to receive the second and final referral bonus.

Each bonus will be a one-time, non-pensionable amount of \$750.00 (\$1,500 total per referral).

The following exclusions shall apply:

- Only one City Employee, per applicant, shall be eligible for the Referral Incentive;
- A referral for an existing City Employee shall not be eligible for the Referral Incentive;
- City Employees who have separated employment forfeit eligibility for Referral Incentives not yet paid at time of separation;
- City Employees involved in the hiring process shall not be eligible for the Referral Incentive.

2. **Lateral Signing Bonus:**

New Lateral Police Officers hired by the City of Chico Police Department, ~~only~~ after ~~October 4, 2022,~~ this Side Letter Agreement is fully ratified are eligible for a signing bonus of \$40,000. Newly hired lateral ~~o~~Officers will be paid this bonus in three (3) installments.

Newly hired lateral Officers will receive ~~their~~ a first installment of \$16,000 on their first paycheck. Thereafter, the officer will receive the ~~ir~~ remaining two (2) installments of \$12,000 each after (1) the successful completion of the Field Training Program, and then (2) ~~after~~ successful completion of the required probationary period.

1. This agreement shall remain in effect through the end of Fiscal Year 23/24 (June 30, 2024). ~~until expiration of the current contract, December 31, 2023.~~
2. Any amendments or modifications to this Side Letter Agreement shall be in writing, signed and dated by both parties.

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Signed and dated as follows:

For Chico Employee Association:

Tyler Rainey Jan 9, 2024
Tyler Rainey (Jan 9, 2024 16:04 PST)

Tyler Rainey, President (Date)

Tyler Rainey, President (Date)

For the City of Chico:

Chelsea D Phebus Jan 9, 2024

Chelsea Phebus, Director of HR/RM (Date)

Mark Sorensen Jan 9, 2024
Mark Sorensen (Jan 9, 2024 16:11 PST)

Mark Sorensen, City Manager (Date)

Approved As To Form And Content:

John W. Lam
John W. Lam (Jan 18, 2024 09:08 PST)

John Lam, City Attorney*

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