

SIDE LETTER AGREEMENT
BETWEEN CITY OF CHICO AND INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
REGARDING WELLNESS/PHYSICAL FITNESS PROGRAM

Pursuant to the provisions of the Meyers-Milias-Brown Act (“MMBA”) and Subarticle 1.10, entitled “Letter Agreement for Variation of Provisions” of the Memorandum of Understanding between the City of Chico (“City”) and International Association of Fire Fighters (“IAFF”) effective July 1, 2021 through June 30, 2025 (“2022 MOU-IAFF”) and the Side Letter Agreement regarding Contract Reopener extending the term of the 2022 MOU to June 30, 2027, this Side Letter Agreement is entered into on August 18, 2026, between the City and the IAFF (“Side Letter Agreement”) as an amendment to the 2022 MOU-IAFF. 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 IAFF in the 2022 MOU-IAFF shall remain in full force and effect.

Therefore, effective August 18, 2026, the City and the Union agree to amend Section 6.1-6.4, Wellness Program, to update the program, including revisions to the testing requirements, program language, and scoring methodology, as follows:

SECTION 6. WELL-BEING/PHYSICAL FITNESS PROGRAM

6.1 OBJECTIVE. It is the intent and purpose of this program to establish fitness and well-being criteria for Employees to enable them to maintain the necessary fitness required to safely perform the duties of their positions and to enhance their overall health and well-being. Public safety, the safety of fellow Employees and the individual's safety depend on knowledge, skills and abilities, including mental and physical fitness.

6.2 COMPONENTS. This well-being/physical fitness program consists of two components.

A. Well-being Program – General health evaluation and monitoring program that will evaluate and provide information regarding the overall health and well-being of Employees.

B. Local Health and Fitness Center Services - Provision of facilities to assist Employees in attaining and maintaining overall well-being and physical fitness goals.

6.3 WELL-BEING PROGRAM.

A. General Provisions. The Well-Being Program provisions are described as follows:

1. Physiological evaluation and assessment of the Employee by a professional consulting firm.
2. The Consultant's general physical assessment (GPA) for the maintenance or attainment of the general well-being.
3. Employees' active participation in the maintenance of their physical fitness as recommended by the Consultant to enhance Employees' personal good health and well-being.

B. Specific Approach.

1. A medical consulting firm with expertise in physiology, exercise and similar disciplines will be employed at the sole cost of the City to assess well-being and provide necessary education for Employees. See "Role of the Consulting Firm" set forth below for specific program elements.
2. Employees shall actively participate in the process described below. Participation shall be on duty time as provided by the City, and Employees shall sign the payment authorization form at the time of service. Employees shall:
 - a. Complete a medical history questionnaire and return it to the Consultant.
 - b. Complete a medical examination at the Consultant's premises, estimated to take approximately two (2) hours.
 - c. Consult with the medical Consultant regarding fitness, well-being, necessary remedial action follow-up testing, education, and examinations.
3. Consultant shall provide complete, confidential, medical information regarding the results of the assessment process to the Employee, prior to providing summary information to City in the form and manner provided for hereinbelow. Additionally, Consultant may be asked to complete driver license physical forms and Hazardous Materials Team physical examination forms, based on information obtained during the Well-being physical evaluation process.
4. Consultant shall provide a summary of the following information

to the individual employee, in the categories and in the form and manner set forth below:

a. Participation and General Physical Assessment

Summary – A written report including participation and GPA summary will be provided to the City each year.

b. Follow-up Action Necessary – Summary of general physical assessment provided to Employee, re-examination of areas needing improvement scheduled for six (6) months, or as determined by medical Consultant, but no more frequently than every three (3) months.

c. Unresolved Medical Condition - Consultant unable to determine Employee general physical assessment because of inability to complete testing. Employee and City shall be notified of status. Employee shall be required to resolve any limiting medical condition prior to next scheduled evaluation. If unable to do so, City shall be notified of status.

d. High Medical Risk - Employee directed to his/her personal physician. "High medical risk" is defined as an existing serious medical condition that could result in a risk of injury or death to the Employee, other employees or the general public during the performance of the Employee's job duties. Such a determination shall only be made after review of the Employee's examination results and position job duties by two physicians employed by Consultant provided, however, that should such two physicians differ in their respective opinions that the Employee is at high risk, a third physician shall be consulted to make a final determination.

5. Provision of Information to City; Confidentiality. Notification shall be made to City's Human Resources and Risk Management Office in accordance with the following provisions:

a. Participation and GPA summary categories shall be made in statistical summary only, by the age groups set forth below provided, however, if an age group contains less than three (3) Employees, no results will be reported.

b. Examination results for the "follow-up action necessary"

category also shall be reported by the category or type of problem or condition and the amount of time prescribed to correct it.

c. The names of Employees who are determined to be in the "High medical risk" category shall be reported along with the nature of the medical problem and recommended remedial action.

Such information shall be maintained in a confidential file but may be made available for review to the City Manager or a designee, or to the Fire Chief or acting Fire Chief. In addition, an Employee may, upon request, obtain a copy of the information relating to himself or herself.

d. Well-being Assessment Frequency., Employees shall participate as follows:

1. 18 to 29 Years of Age: Every two (2) years unless initial GPA needs improvement, D or F score, subsequent assessment shall be every one (1) year.

2. 30 Years of Age and Up: Annually or more frequent as defined below.

e. In the event the Employee's general physical assessment requires follow-up, the Consultant shall coordinate with the Employee, and Employee's physician if needed, the development of a written plan to the Employee outlining the necessary steps to improve well-being. The Consultant will, at that time, schedule a re-examination appointment to occur in six (6) months, or a date which is determined by the medical Consultant to be medically appropriate.

f. An Employee with an unresolved medical condition shall be provided with a written plan outlining the steps required to return and complete testing.

g. If the Consultant determines there is a need for the Employee to have personal medical care because of medical problems, the Consultant shall direct the Employee to their personal physician for care and treatment under the Employee's medical insurance or workers' compensation program, as may be appropriate.

6.4 ROLE OF THE CONSULTING FIRM. The role of Consultant in this well-being and physical fitness program is to provide a physiological evaluation and assessment of each Employee which includes a comprehensive medical history questionnaire, musculoskeletal assessments, and nutritional and behavioral education, as listed in this Section. The questionnaire will be reviewed in conjunction with results of all other tests to make a recommendation to each Employee regarding Employee's ability to participate as an Employee with City. Consultant shall provide reports about each Employee to City as set forth above.

A. Laboratory Tests. The following laboratory tests will be completed for each Employee:

1. Apolipoprotein B (Apo B) blood test
2. Complete Blood Count (CBC)
3. Comprehensive Metabolic Panel (CMP)
4. Coronary Risk Profile (fasting)
5. Fecal blood test
6. Hemoglobin A1c (HbA1c) blood test
7. Prostate-Specific Antigen (PSA) blood test
8. Routine urinalysis (UA)
9. Tuberculosis screening test; QuantiFERON gold standard blood test or x-ray as indicated
10. High-Sensitivity C-Reactive Protein (hs-CRP) **(To be paid by the employee at their own expense.)**
11. Lipoprotein(a) (Lp(a)) **(To be paid by the employee at their own expense.)**
12. Total Testosterone **(To be paid by the employee at their own expense.)**

B. General Physical Assessment

1. Body Fat
2. Blood Pressure
3. Total Cholesterol
4. LDL (Bad cholesterol)
5. HDL (Good cholesterol)
6. Triglycerides
7. Glucose (Fasting)

C. Respiratory and Cardiovascular Evaluation.

1. Electrocardiogram (EKG or ECG) (All employees at hire and then every two

years for employees over the age of 40)

2. Pulmonary Function Screening

3. Sub-maximal aerobic capacity test (estimated VO2)

D. Body Composition Assessment.

Height

Weight

Body fat percent

E. Range of Motion Testing.

Comprehensive range of motion screening.

F. Muscular Endurance/Strength.

Abdominal muscle test

Hamstring flexibility test

Grip strength test

Upper body strength test

Lifting test

G. Baseline Hearing Test.

Eight frequency

Pure tone

H. Vision Tests.

Far/Near

Color

Peripheral

I. Physical examination, including hernia examination

J. Treadmill Exercise Stress Test, Bruce Protocol.

For those Employees with three (3) or more of the following coronary risk factors:

Blood pressure 140/90 or greater at rest

Age 45 and over - male

Age 55 and over - female

Elevated blood lipid levels or low HDL cholesterol level

Family or personal history of heart problems

Tobacco user

Diabetes or high blood glucose

Poor aerobic fitness

25% or more over recommended body weight

Abnormal electrocardiogram

K. Individual Written Plan. The physiological evaluation and assessment outlined above will serve as the format for the baseline and annual exams from which individual written plan will be made. The Consultant will coordinate with Employees and other medical specialists as needed for examination or testing when such additional evaluation is required in order to complete the Well-being evaluation process. The Consultant will bill the City for the cost of such additional evaluation or test. Any treatment needs identified as a result of such evaluation remain the responsibility of the Employee.

1. The individual written plan will be delivered to the Employee by a qualified medical professional. During this consultation, the Employee will review their written plan with the counselor and note those areas needing attention and decide what action (activities, exercises, programs, etc.) will be entered into over the next year (or lesser period of time as determined by the Consultant) to make the desired improvements. These notes will then be typed into written plan and given to the Employee.

L. Maintenance of Desired Well-being Goals. The role of the consulting firm in the maintenance of desired well-being goals will overlap with the individual written plan. Once the best methods for reaching the desired goals are agreed upon between the Employee and the Consultant and presented in a written plan, the Employee will be responsible for adhering to the regimens recommended in the written plan.

M. Assessment. General physical assessment will be reviewed in conjunction with results of all lab and fitness tests to make a recommendation to each Employee regarding his or her ability to participate as a fire safety employee with the City of Chico.

N. **Reports to City.** The Consultant shall provide the reports to the City as set forth herein above in Section 6.3 B.4 entitled "Specific Approach."

This side letter agreement shall remain in effect until June 30, 2027. Any amendments or modifications to this Side Letter Agreement shall be in writing, signed and dated by both parties. Signed and dated as follows:

For International Association of Fire Fighters:

 08/07/26
Corey Broin (Aug 7, 2026 10:28:44 PDT)

Corey Broin, Vice President (Date)

For the City of Chico:

 08/06/26
Barbara Martin (Aug 6, 2026 19:32:24 PDT)

Barbara Martin, (Date)
Director of Administrative Services

 08/07/26

Erik Gustafson, Interim City Manager (Date)

Approved As To Form And Content:

 08/05/26
Ryan R. Jones (Aug 5, 2026 13:05:55 PDT)

Ryan Jones, City Attorney*

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