

1 RESOLUTION NO. 45-16

2  
3 RESOLUTION OF THE COUNCIL OF THE CITY OF CHICO APPROVING CERTAIN PAY,  
4 BENEFITS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR THE  
5 CONFIDENTIAL POSITIONS  
6 FOR THE PERIOD OF JANUARY 1, 2016 THROUGH JUNE 30, 2019  
7 (2016 CONFIDENTIAL EMPLOYEES PAY AND BENEFITS RESOLUTION)  
8

9 WHEREAS, certain City employees occupy job titles which, for the purposes of this Resolution,  
10 are designated as Confidential Employees; and

11 WHEREAS, the City Council has previously approved Resolution No. 7-14, and subsequent  
12 amendments thereto, setting forth certain pay, benefits, and other terms and conditions of employment  
13 for Confidential Employees; and

14 WHEREAS, after review and discussion with such employees regarding the pay, benefits, and  
15 other terms and conditions of employment, this City Council has determined that the pay, benefits, and  
16 other terms and conditions of employment as set forth in Exhibit "A" and the appendices thereto,  
17 attached hereto and incorporated by this reference, should be approved.

18 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
19 CHICO AS FOLLOWS:

20 1. Effective January 1, 2016, except as otherwise provided for therein, Confidential Employees  
21 who are employed on the date of adoption of this Resolution shall receive the pay, benefits, and other  
22 terms and conditions of employment as set forth in Exhibit "A" and the appendices thereto, attached  
23 hereto and incorporated by this reference.

24 2. Effective January 1, 2016, this Resolution supersedes all resolutions previously adopted by  
25 the City Council relating to pay, benefits, and other terms and conditions of employment for  
26 Confidential Employees.

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1 3. The City Manager is further authorized to make appropriate adjustments to the City of Chico  
2 Administrative Procedure and Policy Manual, the Annual Budget, and to such other rules and  
3 regulations of the City as may apply, and to perform all other acts necessary to implement the terms and  
4 conditions set forth in said Exhibit "A" and the appendices thereto.

5 THE FOREGOING RESOLUTION WAS ADOPTED by the Council of the City of Chico at its meeting  
6 held on May 3, 2016, by the following vote:

7 AYES: Coolidge, Fillmer, Ritter, Schwab, Stone, Morgan, Sorensen

8 NOES: None

9 ABSENT: None

10 ABSTAIN: None

11 DISQUALIFIED: None

12  
13 ATTEST:

14   
15 Deborah R. Presson, City Clerk

APPROVED AS TO FORM:

  
Vincent C. Ewing, City Attorney\*

\*Approved pursuant to the Charter of the City of  
Chico §906(E)

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**EXHIBIT "A"**

**RESOLUTION PROVIDING FOR PAY, BENEFITS AND OTHER TERMS AND  
CONDITIONS OF EMPLOYMENT FOR CONFIDENTIAL POSITIONS  
(2016 CONFIDENTIAL PBR)**

**EMPLOYEES ASSIGNED TO CONFIDENTIAL POSITIONS SHALL RECEIVE AND  
BE SUBJECT TO THE FOLLOWING PAY, BENEFITS AND TERMS AND  
CONDITIONS OF EMPLOYMENT:**

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## ARTICLE ONE: GENERAL PROVISIONS

### 1.1 DEFINITIONS

**A. Generally.** Except as otherwise provided herein, all words and phrases used in this Resolution (PBR) shall have the meanings as set forth in the Charter of the City of Chico (“Charter”), the Chico Municipal Code (“CMC”), the City of Chico Personnel and Employee Representation Rules (“PERRs”), the City of Chico Administrative Procedure and Policy Manual (“AP&P”), and in California Government Code Section 3500 et seq. entitled, the “Meyers-Milius-Brown Act” (“MMBA”).

**B. Specific Definitions.** The following words or phrases shall have the meanings as set forth below, unless the context in which any word or phrase is used requires another meaning:

1. **“City”** shall mean either the City of Chico, or the City Manager, or any Department Head thereof acting on behalf of the City of Chico or the City Manager, with regard to the provisions of this PBR.

2. **“Compensating Time Off” (“CTO”)** shall mean compensating time off which is granted in lieu of pay for overtime hours worked.

3. **“Council”** shall mean the City Council of the City of Chico.

4. **“Employee”** shall mean permanent and probationary full-time employee(s) of City who are covered by this PBR.

5. **Fair Labor Standards Act (“FLSA”)** shall mean the Fair Labor Standards Act of 1938, as amended and as implemented, through Title 29 of the Code of Federal Regulations.

6. **“Pay”** shall include the term “wages” as used in MMBA.

7. **Public Employees Retirement System (“PERS”)** shall mean the California Public Employees’ Retirement System.

8. **“Registered Domestic Partner”** shall have the same meaning as provided in the California Family Code Section 297.

**C. Structure of Resolution.** This PBR is structured with Articles, Subarticles, Sections, Subsections, Paragraphs, and Subparagraphs. As an example, the description of the City contribution for life insurance is found in Article Three: Employee Benefits, Subarticle Two - Insurances, Section B - Life Insurance, Subsection 1 - City Contribution. This would be specifically cited as 3.2.B.1.

**1.2 APPLICABILITY.** This PBR shall apply to City employees assigned to confidential positions (“Employees” or “Employee”) within the City, who are employed on or after the effective date of this PBR and defined in Section 2R.72.120.C of the Chico Municipal Code.

**1.3 TERM.** Unless otherwise provided for herein, the provisions of this PBR shall become effective for the period of January 1, 2016, through June 30, 2019, provided, however, that such provisions shall only be applicable to those Employees who are employed on and after the date that this PBR is approved by City Council. This PBR supersedes and replaces in all respects the terms and conditions established in all prior Resolutions or MOUs setting forth Employee pay and benefits. City or Confidentials shall provide written notice to the other of the desire to negotiate a new PBR on or before February 1 of any year during the term of this PBR in which the PBR expires at the end of the fiscal year, unless otherwise agreed upon by both parties.

**1.4 VARIATION FROM PROVISIONS UPON MUTUAL AGREEMENT.** It is recognized that occasions may arise when it is to the mutual benefit of City and Confidentials to vary from strict adherence to the provisions of this PBR. On such occasions, the provisions may be temporarily changed, modified, suspended, or otherwise varied from upon the voluntary and mutual agreement of City and the affected Employee. The designated Confidentials representatives shall be provided with notice of the proposed variation in advance of that change, and be allowed to provide comments to City and Confidentials before such variation takes effect. Such variation may include changes in work days, hours and work weeks which will

accommodate a flexible schedule (such as a 9/80 schedule), or other changes as may be desired by the Confidentialists or City.

## ARTICLE TWO: PAY

### 2.1 BASIC PAY

**A. Established.** A Basic Pay schedule shall be established consisting of Pay Ranges assigned to each applicable job title. For employees hired prior to date of adoption of this PBR, a Pay Range shall consist of seven (7) Pay Steps. Each of the steps shall have an hourly Basic Pay rate and shall be titled as Steps A-G, respectively. For employees hired after the date of adoption of this PBR, a Pay Range shall consist of fourteen (14) Pay Steps. Each of the fourteen (14) steps shall have an hourly Basic Pay Rate and shall be titled as Steps A-N. Employees shall be assigned to hourly Basic Pay rates within the Pay Ranges by applicable job title in accordance with Appendix "1", entitled "Pay Schedule for Confidential Employees". For the purpose of this Article Two, "Anniversary Date" shall mean the date that Employee is eligible for the "B" Step, in the case of an Employee originally appointed at the "A" Step, or in the instance of a promotion or employment in other than the "A" Step, one year after the date of such employment or promotion.

#### **B. Pay Step Progression**

**1. Conditioned Upon Performance.** Progression through Pay Steps for job titles listed in Appendix "1" shall be subject to and conditioned upon Employee achieving a "Fulfills Job Requirements" or above as the Summary Performance Rating on Employee's "Employee Performance Report" for each of the time periods required to progress in each Pay Step, in accordance with the required period of service for progression set forth in Subsection 2.1.B.2.

**2. Period of Service for Progression.** Periods of service for progression through Pay Steps are applicable to job titles listed in Appendix "1", Progression from Pay Step

“A” to Pay Step “B” shall require a six (6) month period of service in Pay Step “A.” Progression through all other Pay Steps shall require a twelve (12) month period of service in the prior Pay Step. In addition to the required periods of service, Employees must achieve a “Fulfills Job Requirements” or above, in accordance with performance conditions set forth in Subsection 2.1.B.1.

**3. Period of Service for Progression - Exception.** The period of service for progression for an Employee whose probationary period has been extended for any reason shall be extended to match the extension of probation.

**4. Effective Date of Progression.** Employees satisfactorily completing the requirements set forth above shall be advanced to the next applicable Pay Step effective on the first day of the bi-weekly pay period which includes such Employee's Anniversary Date.

**C. Promotions - Effect on Basic Pay.** Employees, unless otherwise specified herein, who are promoted from one job classification in the competitive service to another job classification assigned to a higher Pay Range shall be assigned to a Pay Step within the Pay Range assigned to the promotional job classification so as to receive at least a five percent (5%) pay increase.

**D. Computation of Pay.** Employees will be paid for actual hours worked and paid leave for which they are eligible. Except as otherwise provided in this PBR, Employees who commence or terminate employment other than at the end or beginning of a pay period shall only be compensated for the actual hours worked during such pay period. Employees exempt from the overtime provisions of the FLSA shall be paid for actual hours worked and paid leave for which they are eligible; however, they shall not be eligible for payment of hours over 40 per week or outside their regular work day or shift as provided for in 2.2.B of this PBR.

**E. Direct Deposit.** It is strongly encouraged that each City employee have their pay directly deposited into a financial institution. Forms permitting such deposit(s) are available within the Finance Department.

**F. Pay Range Increases.** Effective January 1, 2017, the City will add a Step H, at a two-and-a-half percent (2.5%) increase from Step G, to the pay range for all employees hired prior to the date City Council approves the ratified PBR and advance all employees to this Step H who were at Step G for one year or more as of January 1, 2017. All employees hired before the date City Council approves the ratified PBR who were at Step F or below, or have been at Step G for less than one year, will continue to progress through the pay range on their anniversary date.

Effective January 1, 2017, the City will adjust the 14-step salary table to have the “N” step match the new “H” step.

**G. Salary Offset.** Effective July 1, 2016, the City will make a one-time non-PERSable cash payment equivalent to one half of a percent (0.50%) of base annual salary. A member may choose to have this one-time payment directed towards any of the following pre-tax options, subject to applicable IRS rules, by notifying the City in writing of his or her choice, no later than June 1, 2016:

1. Deferred Compensation
2. Health Savings Account

**2.2 OVERTIME PAY**

**A. Method of Earning Overtime.** Except as otherwise provided herein, Employees performing work in excess of their normally assigned work shift or on their regularly scheduled day off, shall be eligible for overtime pay. Overtime shall be granted in accordance with the following schedule:

<u>Overtime Worked</u>	<u>Overtime Earned</u>
Less than 8 minutes	none
8 min. but less than 45 min.	one-half hour
45 min. but less than 1 hour	one hour
1 hour or more	hour-for-hour basis subject to

fractional increments as set forth above

**B. Method of Compensation**

1. **Rate.** Except as otherwise provided herein, all overtime worked by eligible Employees shall be compensated by City by payment at one and one-half (1-1/2) times Employees' regular hourly regular rate of pay, as defined by FLSA.

2. **Payment During Pay Period.** All overtime earned by eligible Employees within a pay period shall be paid at the same time as payment is made for Basic Pay earned within said pay period.

3. **Payment at Termination.** An Employee terminating from City service for any reason shall be paid for accrued overtime at the regular pay rate set forth in Subsection 2.2.B.1. Such payment shall be made in conjunction with and included in Employee's final paycheck.

**C. Exclusions From Overtime Payment**

1. **Specific Job Title.** Employees determined to hold an exempt position for the purposes of FLSA shall not be eligible to incur overtime and receive overtime payment therefore. The employee is eligible for Administrative Leave pursuant to 3.3.A.

2. **Employees Working in Management Positions.** Employees who are either temporarily promoted to a management position or are assigned to work out of class in a management position shall be excluded from receiving overtime payment and in lieu thereof shall receive a prorated amount of administrative leave pursuant to the Management Pay and Benefit Resolution, MOU, or Annual Budget approved by resolution of City Council.

**2.3 CTO IN LIEU OF OVERTIME PAYMENT**

Eligible Employees working overtime may accrue CTO in lieu of overtime payment, and may utilize such CTO, in accordance with the following conditions and provisions:

A. **Accrual.** CTO shall be accrued at the rate of one and one-half hours (1½) for each hour of overtime worked. The maximum amount of CTO that may be accrued at any one time shall be limited to eighty (80) hours.

**B. Utilization.** CTO shall be utilized on a straight time basis. Approval for use of CTO shall be given by Employee's Department Head or designee, subject to the same restrictions and conditions which exist on the scheduling of vacation.

**C. Payment for Unused CTO.** In the first full pay period of the calendar year, Employees may request payment for part or all of their unused CTO. When requested, such payment shall be made prior to the end of January. Payment for such hours will be made at the regular rate of pay, as defined by the FLSA, which is effective at the time of payout.

**D. City Manager Authority.** Notwithstanding anything above to the contrary, City Manager shall have the authority to determine and order that CTO be paid or taken as time off.

## **2.4 OUT-OF-CLASS PAY**

Employees may be assigned to perform a portion of the duties of a permanent position in a higher classification on a temporary basis. Such assignments shall be termed "out of classification" or "out-of-class" work. Out-of-class work is only subject to out-of-class compensation when one or more of the Qualification criteria below are met.

It is understood that, from time to time, various higher level "tasks" may be assigned to an employee. It is recognized that the infrequent assigning of such tasks is meant to be non-habitual and does not constitute out of classification work subject to out-of-class compensation.

The City agrees to provide comprehensive training to supervisory employees regarding the concept and application of out-of-classification work.

**A. Compensation.** City agrees to compensate Employees, at that certain step in the salary range of the higher classification which generates an increase above the employee's current salary of not less than five percent (5%).

**B. Qualification.** To qualify for out-of-class pay, Employee must be assigned by Employee's Department Head, or by such person designated by Department Head, to perform a substantial amount of work in a higher job classification. For the purposes of this section a "substantial amount of work" shall be defined as either: four (4) hours or more within any single work day, or more than eight (8) hours, cumulatively, within two (2) consecutive pay periods.

Employee shall be compensated for one (1) full work day of out-of-class work for each instance where out-of-class assignments reach the level of substantial amount of work as defined above.

For example, if an Employee accrues six (6) hours of out-of-class work in small increments within a pay period, no out-of-class pay is due until/unless the Employee works two (2) additional hours out-of-classification in the *next* pay period. Once the eight-hour cumulative threshold is met, the Employee is entitled to report a full work day of out-of-class work for the purpose of receiving out-of-class compensation. Additionally, if the Employee accrues six (6) hours of out-of-class work in small increments within a pay period, yet doesn't accrue any additional out-of-class work in the next pay period, no out-of-classification compensation is due to the Employee.

Payment for out-of-classification assignments shall commence on the first day that such assignment(s) met the criteria for a substantial amount of work as defined above.

**C. Voluntary Out-of-Class Work Exclusion.** It is understood that in an effort to assist Employees in obtaining experience or training for future promotional opportunities, Employees may from time to time volunteer to perform the duties of a higher job classification. Such voluntary performance on the part of Employees shall not be eligible for compensation as out-of-class pay. City agrees to evaluate and record the performance of Employees performing such voluntary out-of-class work on a form prepared and maintained by City's Human Resources and Risk Management Office.

**D. Submission of Out-of-Class Work.** Effective July 1, 2016, out-of-classification work must be submitted in the pay period it was worked. Under no circumstances shall compensation for out-of-classification work be issued more than ninety (90) days retroactively, unless previously approved by the Human Resources Manager. Any out-of-classification work performed prior to July 1, 2016 shall be paid pursuant to the prior terms and conditions of employment (2014 PBR).

## ARTICLE THREE: EMPLOYEE BENEFITS

### 3.1 HOLIDAYS

**A. Established.** For the purposes of this PBR, effective upon date of City Council ratification, City shall provide eight (8), ten (10), twelve (12) hours, or whatever other daily shift total of hours an employee works, of holiday pay for the following established holidays: January 1, third Monday in January, third Monday in February, last Monday in May, July 4, first Monday in September, November 11, Thanksgiving Day, day after Thanksgiving, December 24 (Christmas Eve), December 25, and such other days as may be proclaimed by the City Council as public holidays. These holidays constitute the entire and exclusive list of legal holidays observed by City.

**B. Attendance Policy.** It is the policy of City that unless Employee services are required in the interest of public health, safety or general welfare, Employees shall not be required to be on duty on holidays.

**C. Holidays - Observed.**

**1. Holiday Sunday.** When a holiday falls on a Sunday, the following Monday shall be observed, provided, however, should Christmas Eve fall on a Sunday, such holidays shall be observed on the Employee's last regular work day prior thereto.

**2. Holiday - Saturday.** If a holiday falls on a Saturday, time off or pay shall be granted at the discretion of the City Manager. If time off is granted for Christmas Eve, the holiday shall be observed on the Employee's last regular work day prior thereto.

**3. Christmas Holiday - Monday.** Should the Christmas holiday fall on a Monday, the Christmas Eve holiday shall be observed on the Employee's last regular work day prior thereto.

**D. Pay for On-Duty Time.** Those Employees who are required to be on duty on the established holidays, pursuant to 3.1.A above, shall be compensated by granting of time off or

pay at their straight time rate at the discretion of the City Manager for the hours worked on the holiday.

## **3.2 INSURANCES**

### **A. Medical and Dental Insurance**

**1. City Contribution.** Employees shall receive the maximum contribution per month toward the monthly premium rate for City's employee group medical and dental insurance plans, as set forth in Appendix "2", entitled "Medical and Dental Insurance Carriers and Contributions". In the event that the actual monthly premium is less than the maximum contribution set forth in Appendix "2", City's contribution shall be the actual monthly premium amount and Employees shall not be required to make a contribution.

### **2. Insurance Advisory Committee**

**a. Purpose.** The Insurance Advisory Committee ("Committee") will provide an ongoing review and periodic recommendations regarding the City's medical, dental and vision insurance plans ("Plan").

**b. Composition.** The Committee will be coordinated by a representative of the Human Resources and Risk Management Office. The Committee will consist of a maximum of two (2) representatives from each City insurance participant group. City Insurance Participant Groups include City's recognized bargaining units, City's unrecognized employee groups, and City Retirees and one (1) City Council Representative. Current employee representatives shall not be charged vacation or other leave time if Committee meetings are held during employee's normal work hours, nor shall employees receive overtime or call-back pay for service on the Committee. Retirees are not considered a separate participant group for purposes of overall plan rate increases or decreases, but are assigned to the participant group they retired from and become inclusive to that group.

**c. Annual Health Care Review.** Each recognized or unrecognized group may meet annually to review the Plan. The Committee may make advisory recommendations regarding any proposed Plan to the City Insurance Participant Groups and City

Manager. The Committee will review proposed changes in the medical, dental and vision insurance plans, including, but not limited to, benefit levels, services provided, methods of cost containment, alternative plans and other related topics for consideration of an advisory ballot election. The Committee will have access to such non-confidential information as necessary to fulfill its purpose.

**d. Election.** An all-City employee advisory vote may be initiated by the Committee or the City Manager. The City Clerk will conduct a secret advisory ballot election for all individuals in City Insurance Participant Groups, as defined above, within thirty (30) calendar days of a request regarding above changes. City Clerk will then report the results of the election to the City Manager and Committee.

**e. Approval of Modifications to the Plan.** Modifications of insurance premium cost-sharing arrangements are to be negotiated by individual bargaining groups. Committee recommendations and election results will be taken under advisement; however, final modifications must be approved by the City Manager.

**B. Life Insurance**

**1. City Contribution.** City agrees to provide Employees with term life insurance in the amount of one times the annual base salary, rounded to the next multiple of \$1,000, and the spouse/registered domestic partner and minor children of such Employees with term life insurance in the amount of \$1,500, the full cost of the premium for which shall be paid for by City.

**2. Carrier Identified.** For the purposes of this Section, the carrier of the life insurance plan referred to herein shall be on file with the Human Resources & Risk Management Office.

**C. Long-Term Disability Insurance.**

**1. City Contribution.** City agrees to pay to the long-term disability insurance carrier, as defined herein, sixty percent (60%) of the monthly premium cost of the long-term disability insurance plan for each Employee participating in such plan with a

minimum contribution of one percent (1%) of Employee salary. Confidentials agree that Employees participating in such plan shall pay the remaining forty percent (40%) of such monthly premium. If the total rate for the plan is less than the one percent (1%) minimum contribution set forth above, City's contribution shall be the actual premium amount, and participating Employees shall not be required to make a contribution. In no case shall City's obligation exceed the actual premium cost of the plan.

**2. Carrier Identified.** For the purposes of this Section, the carrier of the long-term disability insurance plan referred to herein shall be on file with the Human Resources & Risk Management Office.

**3. Payroll and Tax Treatment of Long Term Disability Insurance Premium.** In order to establish the long-term disability insurance premium as a post-tax employee contribution so that benefits which might be received by Employees would be treated as such for tax purposes, the actual amount of the premium to be paid by City as provided for above shall be withheld from Employee taxable earnings. In turn, the City will pay a bonus to Employees equal to the amount of the Employee premium contribution during the period in which the premium deduction is paid. Such bonus shall not be considered part of Employee's regular salary for calculation of retirement, life insurance, or any other salary-based benefit, but shall serve only as a mechanism to establish the long-term disability insurance benefit as an employee-paid benefit for tax purposes.

**D. Vision Insurance.**

**1. Benefit Level and City Premium Payment.** City agrees to provide Employees with a vision insurance plan which provides vision care benefits, to Employees only, which include an eye examination and lenses every 12 months, frames every 24 months, and provisions relating to contact lenses, with deductibles of \$10.00 for each eye examination, and \$25.00 for lenses or frames, the full cost of the premium for which shall be paid by City.

**2. Access for Employee Paid Dependent Coverage.** City further agrees that an Employee may purchase vision insurance coverage for Employee's dependent spouse and

children, at Employee's sole cost and expense, through bi-weekly payroll deduction of the additional premium amount.

**3. Carrier Identified.** For the purposes of this Section, the carrier of the vision insurance plan referred to herein shall be on file with the Human Resources & Risk Management Office.

### **3.3. LEAVE**

#### **A. Administrative Leave.**

**1. Basic Accrual.** Employees holding a job title identified as exempt by the FLSA shall not be eligible to incur overtime and receive overtime payment therefore, but in lieu of such payment shall receive fifty-six (56) hours of Administrative Leave per calendar year. Any Employee who is hired or promoted into such job title after the beginning of the calendar year shall receive a prorated amount of Administrative Leave on a "percentage of year remaining" basis.

**2. Additional Accrual.** In addition to the Administrative Leave set forth above, the City Manager may approve additional Administrative Leave on a case by case basis, up to a maximum of forty (40) additional hours per calendar year. Such additional Administrative Leave may be approved by the City Manager based upon a determination that the affected Employee is required to work a substantial amount of time beyond the time normally expected of Employees.

**3. Removal of Unused Administrative Leave.** Any Administrative Leave not taken by the last day of the calendar year shall be removed, without compensation, from the Employee's payroll records. Employees who leave City service prior to the end of the calendar year shall receive no compensation for Administrative Leave on Employee's payroll record.

**B. Leave of Absence Without Pay.** Please refer to Administrative Procedure and Policy 13-24, entitled "Leaves of Absence," as amended.

**C. Leave With Pay - Birth or Adoption of Child.** In the event of the birth of an Employee's child or adoption of a child by Employee, such Employee shall be entitled to a leave

of absence with pay for a period of ten (10) consecutive work days or shifts. Such leave shall only be taken within fourteen (14) days after the date of such birth or adoption. Employees shall notify their department head as soon as possible after the date of a birth or adoption as to which days Employee will be on birth or adoption leave.

**D. Sick Leave.**

**1. Accrual - Generally.** Sick leave credit, which commences upon employment of the individual and may be accumulated without limitation, shall be granted to all Employees. Except as otherwise provided below, upon termination from the service of City, no compensation for accrued sick leave either in time off or pay shall be granted. It is recognized that sick leave utilization is not considered as a right which may be used at Employee's discretion, but sick leave may be used for actual personal sickness of or injury to Employee or an Employee's family member as defined below, and for medical, dental, and vision care appointments.

**2. Accrual Rate.** Employees shall accrue sick leave in the amount of eight (8) hours per month.

**3. Utilization Rate.** Sick leave shall be deducted from Employee's total amount of accrued sick leave on an hour-for-hour basis. If Employee utilizes all of his or her accrued sick leave and is still unable to return to work due to illness or injury, such Employee shall automatically be placed on leave without pay, subject to the time restrictions set forth in AP&P 13-24, unless Employee advises the Finance Office to charge the additional sick time off against Employee's accrued vacation balance, if any.

**4. Utilization for Illness of Family Members.** Employees may use their accrued sick leave for illness of family members, up to the maximum amount credited to Employee's sick leave account. For purposes of this Subsection, "family member" includes Employee's spouse, registered domestic partner, children, step-children, parents, step-parents, and parents-in-law. For the purposes of this benefit, Employees may request the extension of "family member" designation to others for whom they are responsible for providing care in case

of illness. Such request shall be in writing and shall be submitted to the City's Human Resources and Risk Management Office for approval.

**5. Notification Procedure.** Employees who will be off work on sick leave shall notify their immediate supervisor in accordance with the appropriate Administrative Procedure and Policy.

**6. Job-Related Illness or Disability.** Employees who are off work as a result of a proven job-related illness or injury accepted by the City as a Workers' Compensation claim shall not have such time off charged against their accumulated sick leave.

**7. Use of Accrued Sick Leave Prior to Effective Date of Ordinary Disability Retirement.** Employees who are eligible to retire on an ordinary disability retirement, pursuant to the contract with the Public Employees' Retirement System, due to a non-job-related illness or injury shall be entitled to utilize any or all of their accrued sick leave prior to the effective date of such retirement from City employment. However, except as provided in 3.3.D.9, no compensation of any kind shall be made for any accrued sick leave which may remain credited to such Employees on or after such effective date.

**8. Upon Service Retirement.** Upon service retirement, accumulated sick leave shall be credited to Employee's retirement account in accordance with the provisions of the retirement plan referenced in 3.5. However, if Employee elects to convert any of such leave to cash pursuant to 3.3.D.9, Employee's retirement sick leave credit shall be reduced commensurately.

**9. Sick Leave Conversion Upon Termination.** Upon retirement or termination in good standing, Employees may convert accrued sick leave to cash in accordance with the following schedule:

Years of City Service	Maximum Conversion %	Maximum \$ Amount
0 – 5 years	0	0
5 – 10 years	15%	\$1,500
10 – 15 years	30%	\$3,000

Over 15 years

60%

\$5,000

**E. Personal Time Off.** Employees shall receive eighty (80) hours of personal time off (PTO) per calendar year. Any Employee who works less than full time or is hired or promoted into any of the job titles listed in Appendix “1” shall receive a prorated amount of PTO on a “percentage of year remaining” basis. Employees who leave City service prior to the end of the calendar shall receive no compensation for PTO on the Employees’ payroll records. Any PTO not taken by the last day of the calendar year shall be removed, without compensation, from the Employee’s payroll records.

### 3.4 VACATION

The City of Chico recognizes the value of Vacation for its employees. The City understands that there are positive health benefits associated with taking vacation, including lower levels of stress and improved productivity. In that vein, the City supports the use of vacation by its employees.

**A. Accrual and Utilization - Generally.** Employees who have served City for a period of six (6) months or more shall be entitled to an annual vacation leave with pay. Such vacation leave shall be earned by Employees in accordance with the schedule set forth in Appendix “3”, provided that such Employees, after satisfactorily completing six (6) months of service, shall be credited with vacation leave equal to the amount they would have accrued during a six-month period.

In the event an employee has greater than 300 hours of vacation accruals on the books, a manager may request that said employee schedule vacation days, not to exceed more than one (1) day of vacation per month, up to a maximum of no more than one half (1/2) of an employee’s annual vacation accrual per calendar year. If, after requested by a Manager to schedule vacation, the employee does not comply, the manager may schedule vacation time off on behalf of the employee (not to exceed the limits listed above).

Scheduling vacation by a manager is not intended to be a punitive tool; it is meant to ensure that employees reap the benefits of vacation, including increased productivity and better mental and physical health.

**B. Rate of Accrual.** Employees shall accrue vacation credit in accordance with the schedule in Appendix “3”, entitled “Vacation Accrual Schedule”.

**C. Termination of Additional Accrual.** Employees shall cease to accrue additional vacation when their accumulated vacation leave balance is equal to the Maximum Accrued Balance identified for their accrual rate in the attached Appendix “3”. Accrual shall commence again when Employee’s accrued vacation balance drops below the maximum. Employee shall receive written notice from the Human Resources and Risk Management Office of such termination of additional accrual. If Employee is unable to utilize accrued vacation by reason of illness or disability, the City Manager shall approve a limited-time waiver of the termination of additional vacation accrual provisions, based on the written request of Employee.

**D. Effect of Termination of Employment.** Employees who terminate employment, or who are terminated, and who have completed satisfactorily at least six (6) months of service, shall be paid in lump sum for all accrued vacation earned prior to the effective date of their termination. The payment shall be determined by multiplying Employee's hourly rate of pay times the number of hours of accrued vacation credited to Employee at the time of termination. Employees with less than six (6) months of service shall not be paid for any accrued vacation.

### **3.5 RETIREMENT PLAN**

**A. Employee Contribution for Employees Hired Before January 1, 2013 or Classic Members.** Employees hired before January 1, 2013, or those Classic Members, as defined by CalPERS, shall receive the 3% at age 60 retirement formula. Employees covered by this section 3.5.A shall contribute the employee contribution amount established by CalPERS for the 3% at 60 Pension Formula. The required employee contribution as of the date of this PBR was eight percent (8%). The City shall not pay any portion of the required employee contribution.

**B. Employee Contribution for Employees Hired On or After January 1, 2013 or New Members.** Employees hired on or after January 1, 2013, shall receive the 2% at age 62 retirement benefit formula. Employees covered by this section 3.5.B shall contribute the employee contribution rate of fifty percent (50%) of normal costs as established by CalPERS. The City shall not pay any employee contribution. Employees covered by this section 3.5.B who are classic members as defined by CalPERS may be eligible for a different pension formula, pursuant to 3.5.A above.

**C. CalPERS Election about Member's Payment of City's Pension Costs.** The parties acknowledge that CalPERS mandates an election of CNF unit members, separate from ratification of this PBR, to provide for the cost sharing pursuant to Government Code Section 20516 described in Section 3.5.D. As soon as practicable after the ratification of this PBR, the City will initiate the contract amendment process. Upon approval and agreement from the CNF bargaining unit and completion of the City's amendment to the CalPERS contract, CNF unit member contributions will be made pursuant to Government Code Section 20516, and shall extend beyond the expiration of this PBR. The CNF and the City will take all actions necessary to implement the Government Code Section 20516 pension cost sharing agreement described in Section 3.5.D.

**D. Employee Cost Sharing of Additional Benefits.** Effective the first full pay period in January 2017, each bargaining unit member covered by this PBR shall pay, through payroll deduction, an additional three percent (3%) of PERSable compensation towards the City's costs, in addition to the amounts specified in 3.5.A. and B., toward the normal costs of pension benefits as permitted by Government Code Section 20516, and shall extend beyond the expiration of this PBR. If the contract amendment between the City and CalPERS is not completed as described in Section 3.5.C., the cost sharing, as described in this section, shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this PBR.

**E. City Contribution.** City agrees to pay the benefit contribution rate as established by that certain "Contract Between the Board of Administration, Public Employees' Retirement System and the City Council of the City of Chico" which was in effect on July 1, 2002, and to abide by all terms and conditions as established by such Contract so long as the contract exists between City and CalPERS.

**F. Consistency with PEPRA.** It is the intent of the parties that the terms set forth herein be consistent with the provisions of PEPRA, as it may be amended from time to time and, in the event of any inconsistency, that the provisions set forth in PEPRA shall prevail.

**G. Special Compensation.** All specialty pays and special compensation will be reported to CalPERS in accordance with State Law

### **3.6 VARIOUS BENEFITS**

**A. Floating Holiday.** Employees shall accrue one (1) day, or eight (8) hours, of Floating Holiday leave on January 1 of each year. Employees hired after October 1 of the calendar year shall not accrue Floating Holiday leave during the calendar year of their hire. Employees hired between January 1 and September 30 of the calendar year shall accrue one (1) day, or eight (8) hours, of Floating Holiday leave at the time of their hire. Promoted or transferred Employees who have previously accrued Floating Holiday while represented by another City bargaining unit will be allowed to retain any remaining hours of Floating Holiday for their use as a Confidential Employee, but shall not accrue a second Floating Holiday. Any Floating Holiday leave not utilized by the last day of the calendar year shall be removed, without compensation, from the Employee's payroll records. Employees who terminate with unused accrued Floating Holiday leave shall not be eligible to receive payment for such leave.

**B. FICA-Medicare Contribution.** The Federal Insurance Contributions Act (FICA) mandates that employees hired after April 1, 1986, be covered by and make payroll contributions for the Medicare portion of the Act at a rate of 1.45% of salary. City is also required to contribute 1.45% of salary for such coverage.

## ARTICLE FOUR: WORKING CONDITIONS AND JOB SHARING

### 4.1 Work Week

A. **Established.** Employees shall have a work week of not less than 40 hours which shall begin at 12:00 midnight on Saturday and shall extend to the next following Saturday at 12:00 midnight.

B. **Hours.** Employees work hours shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. However, upon approval of their Department Head and the City Manager, Employees may be authorized to work a flexible shift with the work hours falling between 7:00 a.m. and 6:00 p.m. Such approval shall be solely at the discretion of City.

C. **Hours and Shift Modification.** City retains the right in its sole discretion to assign Employees to work hours and/or work shifts different from their regular hours provided that City agrees to provide Employees with a seven (7) calendar day advance notice of such change, except in the event of an emergency, in which case hours and shifts may be modified immediately to meet the needs of the public health, safety, and welfare. Employees may request or agree to a waiver of the seven (7) calendar day advance notice, provided that such request or agreement is made in writing to the Human Resources and Risk Management Office. If the workload requirements or other needs of City make it necessary for an Employee to begin work earlier than his or her assigned work hours, or to work hours outside of such assigned work hours, the City Manager may approve, upon the request of the Employee, day-to-day modifications of Employee's regularly assigned work hours.

D. **Work Breaks; Lunch Break.** During each work shift, Employees shall be entitled to take two (2) fifteen (15) minute work breaks and a one (1) hour meal break, to be taken at such times as are determined by Employee's supervisor. Should the needs of the City, emergencies or other unusual circumstances cause Employees not to be able to take a work break, or Employee voluntarily chooses not to take a work break, Employees shall not be entitled to accumulate or save such lost work break for use at another time.

**E. Flexible Work Schedules.** City Manager, or City Manager's designee, may approve upon the request of Employee, modification of Employee's daily work hours, in order to provide Employee with a flexible work schedule. In determining whether or not to approve such request, City Manager, or City Manager's designee, will consider the recommendation of Employee's Department Head and the needs of City, with due regard for the wishes of Employee.

Confidentials agree that Employees who are enrolled in City-approved educational course work or training programs, or who wish to participate in an alternative work schedule as approved by their Department Head, may agree to modifications in their daily work hours or work week, including waiver of the meal break and overtime pay requirement of this PBR which are necessary for such course work, training programs, or alternative work schedule without additional approval from Unit.

City Manager, with sole discretion, shall have the right to modify or terminate any flexible work schedule, with a 30-day written notification to Employees.

#### **4.2 Job Sharing.**

A permanent, non-probationary Employee may request to share the hours, wages and benefits of a single position with another permanent or hourly exempt Employee for a specified period of time. Such shared position and the pro-ration of benefits and other conditions established shall be referred to as "job share."

**A. Job Share Request.** A job share request must be submitted through Employee's immediate supervisor, to Employee's Department Head. The supervisor and Department Head shall give consideration to such request, but are not obligated to accept or implement Employee's proposal. If the Department Head does not concur with the request, Employee shall be so notified, and shall have no right to grieve such denial. Should Department Head concur with Employee's request, the request shall be submitted to the City Manager for consideration. The City Manager shall review and consider the request of Employee to job share and make a determination as to whether such job share is in the best interests of City, and notify the

requesting Employee and Department Head of that decision. Employee shall have no right to grieve the determination of City Manager. A request to job share shall not be approved if it results in any measurable increase in cost to City for the position.

**B. Job Share Agreement.** A job share agreement will be developed between City, Confidentials, and the two Employees who will be participating in the job share. That agreement shall provide for a specific sharing of work schedule, and benefits. The following general rules shall apply to such job share agreements:

**1. Set period of time.** Each agreement will provide for a set period during which the agreement shall be valid, and shall also provide for the time frames and conditions under which the agreement may be terminated. Such agreement may be modified or extended at Employees' request, with the approval of City Manager.

**2. Pro-ration of benefits and seniority.** Each agreement will establish the basis for pro-ration of all benefits and seniority provided under this PBR. The probationary period and accumulation of vacation eligibility and seniority shall be generally pro-rated based on number of hours worked. Benefits to be pro-rated include, but are not limited to, sick, vacation, bereavement, and holiday leaves; medical, dental, vision, life and long-term disability insurance; Counseling, Educational Reimbursement, Jury Duty Pay, and Childbirth/Adoption Leave; Sick Leave Conversion at retirement, tool allowance, driver licenses reimbursement; and all other benefits.

**3. Schedule.** Each agreement will identify a work schedule and identify the commitment of each participating Employee to work when the other Employee is absent.

**4. Retention of Property Right to the Position.** The agreement will identify which Employee(s) shall retain property rights to the position that is shared. Should the job share participants elect to share the property rights to the position, neither will have the right to continue in the position should the job share agreement be terminated. An Employee who leaves a permanent position to share another position shall have no right to return to the original

position should the job share be terminated, but may be placed in another vacant permanent position for which Employee is qualified if one is available.

**5. Identity of Job Share Employees.** The agreement will identify the employment status of the Employees participating in the job share. Permanent non-probationary Employees are eligible to participate. City will also consider proposals for job share of a permanent position between a permanent and an hourly exempt Employee so long as the conditions of the agreement are consistent with City's rules regarding use of hourly exempt Employees.

**6. Exceptions.** The City Manager shall have the authority to make exceptions to the provisions specified in this Section when it is in City's and Employees' best interests to do so.

**C. Lay-off Procedures.** Employees who are participating in a job share shall have their total seniority adjusted as provided for in 4.2.B.2. Additionally, the job share agreement may specifically limit the Employees' rights within the lay-off and personnel reduction procedures provided for in City's Personnel and Employee Representation Rules Sections 2R.72.140.E. and F.

## **ARTICLE FIVE: SPECIAL PROVISIONS**

**5.1 Military Training Notification.** Employees who are members of a military reserve and/or National Guard Unit shall provide City with a schedule of the employee's military reserve or National Guard meetings and/or summer camp assignment dates as soon as such schedules are available to the employee, but no later than the next working day following their notification from the military unit. Such Employees shall provide City with a copy of military orders for active duty training as soon as such orders are available.

**5.2 Safety.** City recognizes its responsibility to and will provide safe work stations, equipment and tools. Employees shall abide by adopted rules and regulations regarding the

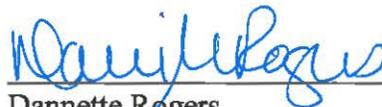
usage of safety equipment and the utilization of safe working operations and procedures. Any Employee in violation of such safety rules and regulations shall be disciplined in accordance with the appropriate provisions of City's Personnel and Employee Relations Rules.

**5.3 Defense of Employee from Civil Actions or Proceedings.** City agrees to defend Employees from civil actions or proceedings in accordance with the applicable provisions of the California Government Code.

Signed and dated as follows:

For Confidential Employees:

  
Lynn Theissen 5/16/16  
(Date)

  
Dannette Rogers 5/4/16  
(Date)

For the City of Chico:

  
Mark Orme\* 5/16/16  
(Date)  
City Manager

\* Authorized pursuant to Chico  
Municipal Code 2R.04.060

APPROVED AS TO FORM:

  
Vincent C. Ewing, City Attorney

Signed and dated as follows:

For Confidential Employees:

  
Amber Foster 05/27/16  
(Date)

  
Amanda Strand 5/27/16  
(Date)

  
See Khang 5/27/16  
(Date)

  
Susan Barrett 6/7/16  
(Date)

  
Eric Kraft 5/27/16  
(Date)

**RESOLUTION PROVIDING FOR PAY, BENEFITS AND OTHER TERMS AND  
CONDITIONS OF EMPLOYMENT FOR CONFIDENTIAL POSITIONS  
(2016 CONFIDENTIAL PBR)**

**APPENDIX "1"**

**PAY SCHEDULE FOR EMPLOYEES**

	A	B	C	D	E	F	G	Maximum Admin Leave
<b>EFFECTIVE: 01/01/2014 - 12/31/2016</b>								
Administrative Analyst I	20.75	21.78	22.87	24.02	25.22	26.48	27.80	
Administrative Analyst II	23.81	25.00	26.25	27.56	28.94	30.39	31.90	
Administrative Assistant	18.02	18.92	19.86	20.86	21.90	22.99	24.14	
City Clerk Technician	18.02	18.92	19.86	20.86	21.90	22.99	24.14	
Deputy City Clerk	27.74	29.13	30.58	32.11	33.72	35.40	37.17	
Executive Paralegal	23.81	25.00	26.25	27.56	28.94	30.39	31.90	
Finance Analyst	20.75	21.78	22.87	24.02	25.22	26.48	27.80	
Human Resources Analyst	20.75	21.78	22.87	24.02	25.22	26.48	27.80	
Human Resources Technician	18.02	18.92	19.86	20.86	21.90	22.99	24.14	
Office Assistant I	12.45	13.08	13.73	14.42	15.14	15.89	16.69	
Office Assistant II	13.72	14.41	15.13	15.88	16.68	17.51	18.39	
Office Assistant III	15.14	15.90	16.69	17.53	18.40	19.33	20.29	
Paralegal I	20.75	21.78	22.87	24.02	25.22	26.48	27.80	
Paralegal II	23.81	25.00	26.25	27.56	28.94	30.39	31.90	
Senior Human Resources Analyst	23.81	25.00	26.25	27.56	28.94	30.39	31.90	

Pursuant to Section 5.1G., effective 1/1/2017, the City will add a Step H, at a two-and-a-half percent (2.5%) increase from Step G, to the pay range for all employees hired prior to the date City Council approves the ratified MOU.

	A	B	C	D	E	F	G	H
<b>EFFECTIVE: 01/01/2017</b>								
Administrative Analyst I	20.75	21.78	22.87	24.02	25.22	26.48	27.80	28.50
Administrative Analyst II	23.81	25.00	26.25	27.56	28.94	30.39	31.90	32.70
Administrative Assistant	18.02	18.92	19.86	20.86	21.90	22.99	24.14	24.75
City Clerk Technician	18.02	18.92	19.86	20.86	21.90	22.99	24.14	24.75
Deputy City Clerk	27.74	29.13	30.58	32.11	33.72	35.40	37.17	38.10
Executive Paralegal	23.81	25.00	26.25	27.56	28.94	30.39	31.90	32.70
Finance Analyst	20.75	21.78	22.87	24.02	25.22	26.48	27.80	28.50
Human Resources Analyst	20.75	21.78	22.87	24.02	25.22	26.48	27.80	28.50
Human Resources Technician	18.02	18.92	19.86	20.86	21.90	22.99	24.14	24.75
Office Assistant I	12.45	13.08	13.73	14.42	15.14	15.89	16.69	17.11
Office Assistant II	13.72	14.41	15.13	15.88	16.68	17.51	18.39	18.85
Office Assistant III	15.14	15.90	16.69	17.53	18.40	19.33	20.29	20.80
Paralegal I	20.75	21.78	22.87	24.02	25.22	26.48	27.80	28.50

Paralegal II	23.81	25.00	26.25	27.56	28.94	30.39	31.90	32.70
Senior Human Resources Analyst	23.81	25.00	26.25	27.56	28.94	30.39	31.90	32.70

**RESOLUTION PROVIDING FOR PAY, BENEFITS AND OTHER TERMS AND  
CONDITIONS OF EMPLOYMENT FOR CONFIDENTIAL POSITIONS  
(2016 CONFIDENTIAL PBR)**

**APPENDIX "1"**

**PAY SCHEDULE FOR EMPLOYEES**

<b>EFFECTIVE: Date Council Approves Ratified PBR</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>	<b>N</b>
Administrative Analyst I	20.17	20.67	21.19	21.72	22.26	22.82	23.39	23.97	24.57	25.18	25.81	26.46	27.12	27.80
Administrative Analyst II	23.15	23.73	24.32	24.93	25.55	26.19	26.84	27.51	28.20	28.90	29.62	30.36	31.12	31.90
Administrative Assistant	17.51	17.95	18.40	18.86	19.33	19.81	20.31	20.82	21.34	21.87	22.42	22.98	23.55	24.14
City Clerk Technician	17.51	17.95	18.40	18.86	19.33	19.81	20.31	20.82	21.34	21.87	22.42	22.98	23.55	24.14
Deputy City Clerk	26.98	27.65	28.34	29.05	29.78	30.52	31.28	32.06	32.86	33.68	34.52	35.38	36.26	37.17
Executive Paralegal	23.15	23.73	24.32	24.93	25.55	26.19	26.84	27.51	28.20	28.90	29.62	30.36	31.12	31.90
Finance Analyst	20.17	20.67	21.19	21.72	22.26	22.82	23.39	23.97	24.57	25.18	25.81	26.46	27.12	27.80
Human Resources Analyst	20.17	20.67	21.19	21.72	22.26	22.82	23.39	23.97	24.57	25.18	25.81	26.46	27.12	27.80
Human Resources Technician	17.51	17.95	18.40	18.86	19.33	19.81	20.31	20.82	21.34	21.87	22.42	22.98	23.55	24.14
Office Assistant I	12.10	12.40	12.71	13.03	13.36	13.69	14.03	14.38	14.74	15.11	15.49	15.88	16.28	16.69
Office Assistant II	13.32	13.65	13.99	14.34	14.70	15.07	15.45	15.84	16.24	16.65	17.07	17.50	17.94	18.39
Office Assistant III	14.70	15.07	15.45	15.84	16.24	16.65	17.07	17.50	17.94	18.39	18.85	19.32	19.80	20.29
Paralegal I	20.17	20.67	21.19	21.72	22.26	22.82	23.39	23.97	24.57	25.18	25.81	26.46	27.12	27.80
Paralegal II	23.15	23.73	24.32	24.93	25.55	26.19	26.84	27.51	28.20	28.90	29.62	30.36	31.12	31.90
Senior Human Resources Analyst	23.15	23.73	24.32	24.93	25.55	26.19	26.84	27.51	28.20	28.90	29.62	30.36	31.12	31.90

<b>EFFECTIVE: January 1, 2017</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>	<b>N</b>
Administrative Analyst I	20.67	21.19	21.72	22.26	22.82	23.39	23.97	24.57	25.18	25.81	26.46	27.12	27.80	28.50
Administrative Analyst II	23.73	24.32	24.93	25.55	26.19	26.84	27.51	28.20	28.90	29.62	30.36	31.12	31.90	32.70
Administrative Assistant	17.96	18.41	18.87	19.34	19.82	20.32	20.83	21.35	21.88	22.43	22.99	23.56	24.15	24.75
City Clerk Technician	17.96	18.41	18.87	19.34	19.82	20.32	20.83	21.35	21.88	22.43	22.99	23.56	24.15	24.75
Deputy City Clerk	27.65	28.34	29.05	29.78	30.52	31.28	32.06	32.86	33.68	34.52	35.38	36.26	37.17	38.10
Executive Paralegal	23.73	24.32	24.93	25.55	26.19	26.84	27.51	28.20	28.90	29.62	30.36	31.12	31.90	32.70
Finance Analyst	20.67	21.19	21.72	22.26	22.82	23.39	23.97	24.57	25.18	25.81	26.46	27.12	27.80	28.50
Human Resources Analyst	20.67	21.19	21.72	22.26	22.82	23.39	23.97	24.57	25.18	25.81	26.46	27.12	27.80	28.50
Human Resources Technician	17.96	18.41	18.87	19.34	19.82	20.32	20.83	21.35	21.88	22.43	22.99	23.56	24.15	24.75
Office Assistant I	12.40	12.71	13.03	13.36	13.69	14.03	14.38	14.74	15.11	15.49	15.88	16.28	16.69	17.11
Office Assistant II	13.65	13.99	14.34	14.70	15.07	15.45	15.84	16.24	16.65	17.07	17.50	17.94	18.39	18.85
Office Assistant III	15.07	15.45	15.84	16.24	16.65	17.07	17.50	17.94	18.39	18.85	19.32	19.80	20.29	20.80
Paralegal I	20.67	21.19	21.72	22.26	22.82	23.39	23.97	24.57	25.18	25.81	26.46	27.12	27.80	28.50
Paralegal II	23.73	24.32	24.93	25.55	26.19	26.84	27.51	28.20	28.90	29.62	30.36	31.12	31.90	32.70
Senior Human Resources Analyst	23.73	24.32	24.93	25.55	26.19	26.84	27.51	28.20	28.90	29.62	30.36	31.12	31.90	32.70

**RESOLUTION PROVIDING FOR PAY, BENEFITS AND OTHER TERMS AND CONDITIONS OF  
EMPLOYMENT FOR CONFIDENTIAL POSITIONS  
(2016 CONFIDENTIAL PBR)**

**APPENDIX "2"**

**MEDICAL AND DENTAL INSURANCE CARRIERS AND CONTRIBUTIONS**

**I. CARRIERS**

Employees shall be covered by the medical and dental insurance carriers on file with the Human Resources and Risk Management Office.

**II. CITY CONTRIBUTIONS**

The City shall make the following maximum contribution per month toward the monthly premium rate for City's employee group medical and dental insurance plans, as defined herein. The amount of the Employee's contribution shall vary based on the medical plan selected by the Employee. In the event that the actual monthly premium is less than the maximum contribution set forth below, City's contribution shall be the actual monthly premium amount and Employees shall not be required to make a contribution. Any premium costs in excess of the City's contribution shall be paid by Employee.

**Effective January 1, 2016**

<b>MEDICAL</b>					
<b>City Contribution</b>					
	<b>PPO 90/10</b>	<b>PPO 80/20</b>	<b>EPO</b>	<b>HDHP</b>	<b>HSA</b>
Single	327.29	371.18	501.00	374.00	78.14
Double	692.21	787.94	1,080.00	797.00	125.02
Family	901.03	1,023.12	1,385.13	1,026.00	156.27
<b>Employee Contribution</b>					
	<b>PPO 90/10</b>	<b>PPO 80/20</b>	<b>EPO</b>	<b>HDHP</b>	<b>HSA</b>
Single	252.71	163.82	79.00	0.00	---
Double	540.79	349.06	154.00	0.00	---
Family	686.97	442.88	203.87	0.00	---
			<b>DENTAL</b>	<b>VISION</b>	
<b>City Contribution</b>					
Single		62.03			5.40
Double		62.03			5.40
Family		62.03			5.40
<b>Employee Contribution</b>					
Single		20.67			0.00
Double		20.67			5.41
Family		20.67			8.75

Health benefit premiums shall be shared proportionately between the City and CNF based on the percent of the total premium cost used for current year premium contributions/deductions. It is understood that premium cost sharing is based on a proportionate percentage as defined below.

City of Chico Contribution Amounts						Employee Contribution Amounts					
	EPO	90/10	80/20	HDHP	Dental		EPO	90/10	80/20	HDHP	Dental
EE Only	86.38%	56.43%	69.38%	100.00%	75.00%	EE Only	13.62%	43.57%	30.62%	0.00%	25.00%
EE + 1	87.52%	56.14%	69.30%	100.00%	75.00%	EE + 1	12.48%	43.86%	30.70%	0.00%	25.00%
Family	87.17%	56.74%	69.79%	100.00%	75.00%	Family	12.83%	43.26%	30.21%	0.00%	25.00%

**III. EMPLOYEES NOT REQUIRED TO PARTICIPATE IN CITY’S INSURANCE PLAN.**

Employees who have alternative group medical insurance coverage are not be required to participate in City’s medical insurance plan. Employees are required to provide verification of such alternative coverage to the Human Resources Office during the open enrollment period. Employees shall continue to provide verification during the open enrollment period in all subsequent years that Employees choose to opt out of City’s medical insurance plan. Employees who opt out of City’s medical insurance plan shall receive a payment of \$200.00 per month:

- A. Into Employee’s Medical Flexible Spending Account established with the City’s Section 125 Plan; or
- B. Into Employee’s City deferred compensation account; or
- C. As cash to the Employee.

Employees who lose their alternative coverage shall be required to immediately enroll in City’s medical insurance plan, and shall no longer receive the \$200.00 per month payment.

**RESOLUTION PROVIDING FOR PAY, BENEFITS AND OTHER TERMS AND  
CONDITIONS OF EMPLOYMENT FOR CONFIDENTIAL POSITIONS  
(2016 CONFIDENTIAL PBR)**

**APPENDIX "3"**

**VACATION ACCRUAL**

Permanent, full-time Employees shall accrue vacation credit in accordance with the following schedule:

<b>Length of Service</b>	<b>Bi-weekly Accrual Rate</b>	<b>Annual Accrual Rate</b>	<b>Max Accrual Balance</b>
7th month through 36th month	3.08	80.08	320
37th month through 96th month	4.62	120.12	320
97th month through 108th month	4.93	128.18	320
109th month through 120th month	5.23	135.98	340
121st month through 132nd month	5.54	144.04	360
133rd month through 144th month	5.85	152.10	380
145th month through 156th month	6.16	160.16	380
157th month through 168th month	6.47	168.22	380
169th month through 180th month	6.78	176.28	380
181st month through 192nd month	7.09	184.34	380
193rd month through 204th month	7.39	192.14	380
205th month and forward	7.69	199.94	380