

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF CHICO
AND
CHICO POLICE MANAGEMENT EMPLOYEES (CPM)
REGARDING PAY, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT
FOR THE PERIOD OF JULY 1, 2023 TO JUNE 30, 2026
(2023 MOU – CPM)**

Pursuant to California Government Code Section 3500 et seq., the City of Chico, through its designated representative, ("City") and the Chico Police Management Employees ("CPM") have met and conferred in good faith regarding various items relating to pay, hours, and other terms and conditions of employment for the employee unit represented by CPM.

As a result of the aforementioned meetings, City and CPM have reached agreement as provided in this Memorandum of Understanding ("MOU") pursuant to California Government Code Section 3505.1.

TABLE OF CONTENTS

Page No.

SECTION I: APPLICABILITY, STRUCTURE, TERM, AND REOPENER6

- 1.1 Applicability6**
- 1.2 Structure of Memorandum6**
- 1.3 Term6**
- 1.4 Letter Agreement for Variation of Provisions6**

SECTION II: EXEMPT AND AT-WILL STATUS7

- 2.1 Exempt7**
- 2.2 At-Will.....7**
- 2.3 Police Lieutenant Probationary Period7**
 - A. Promotional Period Extension.....7**
 - B. Rejection of Employee on Probation.....7**
 - C. Rejection of Employee on Promotional Position.....7**

SECTION III: PAY PERIOD AND PAY8

- 3.1 Pay Period.....8**
- 3.2 Pay Schedule Established8**
- 3.3 Pay Step Progression8**
 - A. Periods of Service for Progression.....8**
 - B. Effective Date of Progression.....9**
 - C. Pay Step Progression – Exception9**
- 3.4 Pay Range Increases9**
- 3.5 Establishment of Police Captain and Police Lieutenant Pay Ranges.....9**
 - A. Police Lieutenant.....9**
 - B. Captain of Police9**
 - C. Salary Compaction.....9**
 - D. Direct Deposit10**
- 3.6 POST Certification Pay10**
- 3.7 Flexible Work Schedules10**
- 3.8 Assigned Extended Shift and Shift Stipend10**
- 3.9 Bilingual Pay.....11**
 - A. Bilingual Differential Pay11**
 - 1. Qualifications11**
 - 2. Assignment.....11**
 - 3. Compensation.....11**

SECTION IV: EMPLOYEE BENEFITS.....12

4.1 Holidays12

A. Established.....12

B. Attendance Policy.....12

C. Holidays – Observed12

D. Holiday Time Bank..... 12

1. Utilization12

2. Payment of Unused Holiday Time Bank13

3. Newly Hired Employee’s Accrual13

4. Holiday Time Bank Balance Upon Termination13

5. Proration for Unpaid Leave14

4.2 Insurances14

A. Medical and Dental Insurance14

1. City Contribution14

B. Insurance Advisory Committee14

1. Purpose14

2. Composition14

3. Annual Health Care Review.....15

4. Elections15

5. Approval of Modification to the Plan15

C. Life Insurance15

D. Long-Term Disability Insurance15

1. Computation of Payment of Premiums for Tax Purposes16

E. Vision Insurance16

1. City Contribution16

2. Access for Employee Paid Dependent Coverage.....16

F. Dental Insurance.....16

4.3 Sick Leave.....17

A. Accrual – Generally17

B. Accrual Rate17

C. Utilization.....17

1. Utilization Rate.....17

2. Utilization for Illness of Family Members17

3. Job-Related Illness or Disability17

4.	Use of Accrued Sick Leave Prior to Effective Date of Ordinary Disability Retirement.....	17
	D. Upon Service Retirement.....	18
	E. Sick Leave Conversion Upon Termination.....	18
	F. Sick Leave Incentive Pay.....	18
4.4	Other Leave	19
	A. Leave of Absence Without Pay	19
	B. Leave With Pay - New Employees	19
	C. Leave With Pay - Birth or Adoption of Child	19
	D. Leave With Pay - Less Than One Work Day or Shift	19
4.5	Vacation	19
	A. Accrual and Utilization – Generally	20
	B. Rate of Accrual.....	20
	C. Termination of Additional Accrual.....	20
	D. Effect of Termination of Employment	20
4.6	Retirement Plan	20
	A. Established and City Contribution – Employees Hired Before January 1, 2013, or Classic Members.....	20
	B. Employees Hired On or After January 1, 2013.....	20
	C. CalPERS Election about Member’s Payment of City’s Pension Costs.....	21
	D. Employee Cost Sharing of Additional Benefits	21
	E. City Contribution.....	21
	F. Implementation of Elective Medicare Coverage for Employees Hired Prior to April 1, 1986	22
	G. Consistency with PEPRA	22
4.7	Management Leave	22
	A. Basic Accrual.....	22
	1. Employees Hired or Promoted Into Management.....	22
	2. Part-Time Management Employees.....	22
	B. Additional Accrual.....	22
	C. Removal of Unused Management Leave.....	23
4.8	Various Benefits	23
	A. FICA-Medicare Contribution.....	23
	1. Application Defined.....	23

2.	City Payment of Employee Contributions.....	23
3.	Future Changes.....	23
B.	Wellness/Physical Fitness Program.....	24
1.	City Reimbursement.....	24
2.	Selection of Facility & Reimbursement Procedure.....	24
C.	Moving Expense Reimbursement.....	24
D.	Retiree Medical Expense and Health Insurance Trust Police.....	25
1.	Established.....	25
2.	Funding	25
3.	Purpose and Restrictions.....	25
E.	Uniform Allowance.....	26
F.	Cellular Phone Allowance	27
G.	Severance Authority	27

Appendix “1” – Bi-Weekly Pay Schedule for Chico Police Management Employees

Appendix “2” – Health Insurance Carriers and Contributions

Appendix “3” – Vacation Accrual

SECTION I: APPLICABILITY, STRUCTURE, TERM, AND REOPENER

1.1 Applicability. This Memorandum shall apply to City employees assigned to Chico Police Management positions who are employed on or after the effective date, referred to as “Chico Police Management” or “CPM”.

1.2 Structure of Memorandum. This MOU is structured with Sections, Subsections, Paragraphs, and Subparagraphs. As an example, the description of City contribution for life insurance is found in Section Three: Employee Benefits, Subsection Two – Insurances, Paragraph C – Life Insurance, Subparagraph 3 – City Contribution. This would be specifically cited as Subparagraph 3.2.C.3.

1.3 Term. Unless otherwise provided for herein, the provisions of this MOU shall become effective for the period of July 1, 2023 through June 30, 2026, provided, however, that such provisions shall only be applicable to those CPM Employees who were employed on and after approval of this MOU by Council. This MOU supersedes and replaces in all respects the terms and conditions established in all prior resolutions setting forth CPM Employee pay and benefits, except any pending claims or charges by CPM Employees. City or CPM Employees shall provide written notice to the other of the desire to negotiate a new MOU on or before April 1, unless otherwise agreed upon by both parties.

1.4 Letter Agreement for Variation of Provisions. It is recognized that occasions may arise during the term of this MOU when it is to the mutual benefit of City and CPM to vary from the strict adherence to the provisions of this MOU. On such occasions, said provisions may be temporarily changed, modified, suspended, or otherwise varied from upon the voluntary and mutual agreement of the parties hereto as evidenced by a letter agreement signed by City Manager, on behalf of City, and by a CPM representative, on behalf of CPM Employees. Each such letter agreement shall temporarily modify this MOU, as to its term, conditions, provisions, and requirements, for the stated purpose(s) and duration as set forth in the letter agreement.

SECTION II: EXEMPT AND AT-WILL STATUS

2.1 Exempt. All CPM Employees are exempt employees as defined by the Fair Labor Standards Act.

2.2 At-will. All CPM Employees except Police Lieutenants are at-will employees who serve at the pleasure of the appointment authority. Police Lieutenants shall not be considered at-will and the same procedures as are set forth in Chico Municipal Code section 2R.72.150, which are applicable to the discipline of classified employees, shall apply to the discipline and termination of Police Lieutenants.

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 Managements 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.

SECTION III: PAY PERIOD AND PAY

3.1 Pay Period. All full-time exempt CPM Employees shall have a two-week pay period of not less than 80 hours. Part-time positions shall be established as a percentage of a Full-Time Equivalent (FTE), such as 25% FTE or 50% FTE. Further, the Management Leave set forth in Subsection 4.7 shall serve as full compensation for any work in excess of said pay period.

3.2 Pay Schedule Established. Compensation shall be defined as the Pay Ranges assigned to each applicable job title. The Pay Ranges for Police Lieutenant and Police Captain shall be defined as six (6) pay steps with 5% between each step. Each step shall have a bi-weekly Pay Rate and shall be titled as Steps A – F in Budget Appendix B1, and as provided for on the attached Appendix “1,” entitled “Bi-Weekly Pay Schedule for Chico Police Management Employees.” Pay Rates may be increased pursuant to the provisions of Subsection 3.7. As modifications are made to the Pay Schedule pursuant to the terms of this MOU, or through other City Council action, Appendix “1” shall be modified by the Human Resources and Risk Management Office to reflect those changes. For purposes of this Article, “Anniversary Date” shall mean the date that employee is eligible for the next step increase or one (1) year after the date of employment or promotion. Part-time CPM Employees shall receive a prorated bi-weekly salary based on FTE for the positions to which the Employees are assigned.

3.3 Pay Step Progression. Pay increases within the established pay ranges are conditioned upon performance and subject to Employee achieving “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 set forth below.

A. Period of Service for Progression. Periods of service for progression through Pay Steps are applicable to job titles covered under this MOU. Progression from Pay Steps shall require twelve (12) months of service in the prior Pay Step. It is understood that the pay system shall be subject to review and modification by the City Council in conjunction with the Annual Budget process, contingent upon the financial condition of the City.

B. 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 biweekly pay period which includes such Employee's Anniversary Date.

C. Pay Step 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.

3.4 Pay Increases. Effective July 2, 2023, the City shall increase the salary schedule (Appendix 1) by fifteen percent (15%), in addition to the 2022 MOU – CPM agreed-upon five percent (5%) General Salary Increase (GSI). Effective the first full pay period of July 2024, the City shall provide a two percent (2%) GSI shown in Appendix 1. Effective the first full pay period of July 2025, the City shall provide a two percent (2%) GSI as shown in Appendix 1.

3.5 Establishment of Police Captain and Police Lieutenant Pay Ranges

A. Promotions – Effect on Basic Pay: Police Lieutenant. Police Lieutenants, unless otherwise specified herein, who are promoted from the City of Chico rank of Police Officer or Police Sergeant, shall receive a pay increase equal to at least twenty percent (20%) from their base rate of pay. In the event twenty percent (20%) is less than the starting salary identified in Appendix 1, the promoting employee shall be placed at the minimum Police Lieutenant salary, as identified in Appendix 1.

B. Promotions – Effect on Basic Pay: Police Captain. Police Captains, unless otherwise specified herein, who are promoted from the City of Chico rank of Police Lieutenant, shall receive a pay increase equal to at least ten percent (10%) from their base rate of pay. In the event ten percent (10%) is less than the starting salary identified in Appendix 1, the promoting employee shall be placed at the minimum Police Captain salary, as identified in Appendix 1.

C. Salary Compaction. The City Council is committed to ensuring salary compaction issues do not occur. To ensure that an adequate salary spread for Chico Police Management exists, the top step of the salary range for a Chico Police Management Employee will be, at minimum, ten percent (10%) above the top step of the salary range of a subordinate classification. Salary differentials that fall below the above referenced threshold are considered an internal salary

compaction issue and addressed, along with other pay and benefit issues, by the City Manager, through the annual budget process, as financial resources allow.

D. 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 from the Finance Department.

3.6 POST Certification Pay. In recognition of the additional education, training, and experience that is demonstrated through certification of Employees at the Advanced level by the California Peace Officers Standards and Training Commission (“POST”), POST Advanced Certification Pay shall be given in the amount of five (5%) of employee’s Basic Pay.

3.7 Flexible Work Schedules. City Manager, or City Manager’s designee, may approve upon the request of Management Employee, modification of Management Employee’s daily work hours, in order to provide CPM 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 Management Employee’s Department Head and the needs of City, with due regard for the wishes of Employee.

Chico Police Management Employees agree that CPM 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 MOU which are necessary for such course work, training programs, or alternative work schedule without additional approval from Employee Group. City Manager, with sole discretion, shall have the right to modify or terminate any flexible work schedule, with a 30-day written notification to Management Employees.

3.8 Assigned Extended Coverage and Shift Stipend. As determined by the Chief of Police, in his/her sole discretion, Chico Police Management Employees will earn a stipend of \$650 per shift for assigned extended coverage of another lieutenant and for individual shifts assigned to a lieutenant to cover the absence of another lieutenant for coverage that is six (6) hours or more.

3.9 Bilingual Pay

A. Bilingual Differential Pay. In recognition of the additional flexibility and effectiveness that bilingual ability may have in certain Police Department activities, a Bilingual Differential Pay is authorized in accordance with the following.

- 1. Qualification.** To be qualified for Bilingual Differential Pay, Employee's conversational language skills as they relate to typical duties performed by Employee will be evaluated by an individual identified by the Director of Human Resources as having the knowledge and ability to make that assessment. Such individuals may be a bilingual community member, teacher, trainer, certified interpreter, or other similarly qualified individual. The evaluator will provide a written determination regarding Employee's bilingual skills and, if Employee is not qualified, shall also identify problem areas for Employee to work on. If during the initial assessment it is determined that Employee is not qualified, Employee may request second evaluation by a different evaluator who shall also provide a written determination.
- 2. Assignment.** Assignment to Bilingual Differential Pay eligibility shall be made by the Chief of Police from among those Employees who are qualified for such assignment. Such assignment shall occur only when the Chief of Police determines that a need and benefit exist and is limited to a maximum of two (2) Employees at any time. While only Spanish and Hmong language skills are recognized as having the level of benefit to the Police Department which would result in authorization for a Bilingual Differential Pay, City reserves the right to extend the benefit to other languages as the need and opportunity arise.
- 3. Compensation.** Employees assigned to receive a Bilingual Differential Pay shall be compensated with an additional five percent (5%) over and above Employees' Basic Pay rate during the term of Employees' assignment.

SECTION IV: EMPLOYEE BENEFITS

4.1 Holidays.

A. Established. CPM Employees shall be entitled to observe the following 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, 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 the City. Part-time Management Employees whose regularly scheduled work week does not include the day on which a holiday is observed shall not be eligible for any additional compensation or time off in observance of such holiday.

B. Attendance Policy. It is the policy of the City that unless CPM Employee services are required in the interest of public health, safety or general welfare, such 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. However, should Christmas Eve fall on a Sunday, such holidays shall be observed on the Management 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 Management Employee's last regular work day prior thereto.

D. Holiday Time Bank – General Accrual. Employee's Holiday Time Bank shall be credited on January 1st and July 1st. The January 1st Holiday Time Bank accrual includes ten (10) hours for each holiday which falls into the first six (6) months of the calendar year, plus twenty (20) hours of additional Holiday Time Bank accrual for the purposes of floating holiday. The July 1st Holiday Time Bank accrual includes ten (10) hours for each holiday which falls into the second six (6) months of the calendar year. The total annual Holiday Time Bank accrual is one hundred and thirty (130) hours.

1. Utilization. All CPM Employees who are scheduled to work and who are not required to be on duty on designated City holidays may take time off, charging such time against the

Management Employee's Holiday Time Bank. If CPM Employees have previously exhausted their Holiday Time Bank accrual, time off on a holiday would be charged to the Employee's vacation balance. CPM Employees who are required to be on duty on designated City holidays may use the CPM Employee's Holiday Time Bank accrual for time off on other days that Employees select and which are approved by the Chief of Police. Such time off shall be treated as vacation for request and approval purposes.

- 2. Payment of Unused Holiday Time Bank.** Employees will be paid for unused Holiday Time Bank hours at the time the next accrual of Holiday Time Bank hours are credited on each January 1 or July 1. Such payment will be made on a separate check and will be paid by the end of the month following the Holiday Time Bank period ending date at Employee's Regular Pay rate which was in effect during the last full pay period of the Holiday Time Bank period.
- 3. Newly Hired Employees Accrual.** At the time of hire, new Chico Police Management Employees shall accrue an amount of Holiday Time Bank accrual equal to ten (10) hours times the number of full-day designated City holidays remaining in the calendar year in which Employees are hired. If Employee's hire date falls prior to July 1, Employee shall also receive an additional twenty (20) hours Holiday Time Bank accrual for the purposes of the Floating Holiday. As an example, a new Management Employee hired on November 15 would be credited forty (40) hours of Holiday Time Bank accrual (10 hours each for Thanksgiving, the day after Thanksgiving, December 24, and December 25). A new CPM Employee hired on May 1 would be credited thirty (30) hours of Holiday Time Bank accrual (10 hours for each holiday after May 1 and an additional twenty [20] hours because the hire date is prior to July 1).
- 4. Holiday Time Bank Balance Upon Termination.** When Employees terminate, Employees' Holiday Time Bank balance will be reduced by the total number of holidays remaining in the semi-annual period. If CPM Employees do not have an adequate Holiday Time Bank balance to offset previously taken holidays, Employee's vacation will be reduced accordingly. Any remaining holiday hours which cannot be deducted from Holiday Time Bank or vacation accrual will be deducted from Employee's final pay.

5. **Proration for Unpaid Leave.** CPM Employees on unpaid leave will have Employee's Holiday Time Bank balance reduced by ten (10) hours times the number of full-day holidays which actually fall during Employee's period of unpaid leave. The provisions relating to the terminating Employee's Holiday Time Bank or excess use of Holiday Time Bank shall apply to CPM Employees on unpaid leave when calculating Holiday Time Bank balance and/or final pay when Employees are no longer on unpaid leave.

4.2 Insurances.

A. Medical and Dental Insurance.

1. **City Contribution.** Chico Police Management 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 CPM Employees shall not be required to make a contribution. Part-time CPM Employees, working less than thirty (30) hours per week, shall receive a prorated share of City's contribution for group medical and dental insurance. If the total cost for the medical or dental insurance coverage selected by Part-time CPM Employees is less than City's prorated contribution, Part-time Management Employees shall not be eligible to receive the difference. Part-time CPM Employees are eligible to receive a pro-rated share of any payments made to employees who opt out of City's medical insurance coverage pursuant to Section III of Appendix "2."

B. Insurance Advisory Committee. It is acknowledged that these provisions may not be fully implemented until all employee groups have agreed to the same provisions.

1. **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").
2. **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.

- 3. 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.
 - 4. 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.
 - 5. 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.
- C. Life Insurance.** City agrees to provide CPM 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 CPM Employees with term life insurance in the amount of \$1,500. The full cost of the premiums shall be paid for by the Employee.
- D. Long-Term Disability Insurance - City Contribution.** City agrees to establish long-term disability insurance benefits for all eligible employees through the Police Officers Research

Association of California (“PORAC”) Insurance and Benefits Trust, and to pay a premium of \$29.70 per month to PORAC for each eligible Employee for such coverage. In no case shall City’s obligation exceed the actual premium cost of the plan.

- 1. Computation and Payment of Premium for Tax Purposes.** 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, City will pay a bonus to Employees equal to the amount of Employees’ premium contribution during the period in which the premium deduction is paid. Such bonus shall not be considered part of Employees’ Basic Pay 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 Employee-paid benefit for tax purposes.

E. Vision Insurance.

- 1. City Contribution.** City agrees to provide Employees with a vision insurance plan which provides vision care benefits, to Employee only, the full cost of the premium for which shall be paid by the City, as specified in Appendix 2, “Health Insurance Carriers and Contributions”.
- 2. Access for Employee Paid Dependent Coverage.** City further agrees that a Management Employee may purchase vision insurance coverage for the Employee’s dependent spouse and children, at the CPM Employee’s sole cost and expense, through bi-weekly payroll deduction of the additional premium amount.

- F. Dental Insurance.** City agrees to provide Employees with a dental insurance plan with rates as specified in Appendix 2, “Health Insurance Carriers and Contributions”. Effective the first pay period following Council ratification and approval of this agreement, Employees shall be responsible for payment of the dental insurance premium, up to a maximum of \$74.09 per month. If the dental insurance premium increases above \$74.09 during the term of this MOU, City agrees to pay such increases.

4.3 Sick Leave.

A. Accrual - Generally. Sick leave credit, which commences upon employment of the individual and may be accumulated without limitation, shall be granted to all Chico Police Management Employees. However, except as otherwise provided herein below, upon termination from the service of the City, no compensation for accrued sick leave either in time off or pay shall be granted.

B. Accrual Rate. Chico Police Management Employees shall accrue sick leave in the amount of eight (8) hours per month. Part-time CPM Employees shall accrue a prorated amount of sick leave based on FTE of positions to which Part-time Management Employees are assigned.

C. Utilization.

1. Utilization Rate. Sick leave shall be deducted from a CPM Employee's total amount of accrued sick leave on an hour-for-hour basis. If a Management 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, unless the CPM Employee advises the Finance Office to charge the additional sick time off against the CPM Employee's accrued vacation balance, if any. Sick leave may be used for actual personal sickness of or injury to the CPM Employee, or such employee's family member as defined below, and for medical, dental, and vision care appointments.

2. Utilization for Illness of Family Members. CPM Employees may use their accrued sick leave for illness of family members. For purposes of this Subparagraph, "family member" includes a CPM Employee's spouse, registered domestic partner, children, step-children, parents, step-parents, and parents-in-law, or other persons for whom Employee is responsible for care as approved by City's Human Resources & Risk Management Office.

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

4. Use of Accrued Sick Leave Prior to Effective Date of Ordinary Disability Retirement. Notwithstanding anything herein above to the contrary, CPM 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 otherwise provided in Paragraph 4.3.E. below, no compensation of any kind or character shall be made for any accrued sick leave which may remain credited to such Management Employees on or after such effective date.

D. Upon Service Retirement. Upon service retirement, accumulated sick leave shall be credited to the CPM Employee's retirement account in accordance with the provisions of the retirement plan referenced in Subsection 4.6. below. However, should a Management Employee elect to convert any of such leave to cash pursuant to Paragraph 4.3.E., such employee's retirement sick leave credit shall be reduced commensurately.

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

<u>Years of City Service</u>	<u>Maximum Conversion %/Maximum \$ Amount</u>
0-5 years	0
5-10 years	10% / \$1,000
10-15 years	25% / \$2,000
Over 15 years	50 % / \$3,000

F. Sick Leave Incentive Pay. Employees who use no sick leave for their own or family sick leave, either for illness or medical or other appointments, in the course of a semi-annual period beginning either January 1 or July 1 of each year shall receive payment for eight (8) hours of Sick Leave Incentive Pay at the end of the period (either June 30 or December 31 as appropriate). Transfer of sick leave for illness of other City employees shall not be considered use of sick leave by the donating Employee for purposes of the Sick Leave Incentive Pay. Such Sick Leave Incentive Pay shall be calculated by multiplying Employee's Regular Pay, which was in effect during the last full pay period of the semi-annual period (either June 30 or December 31 depending on the period) times eight (8). Special pays, such as out of class, or any other pay shall not be part of the basis for this calculation. Payment shall be made by a separate check from pay for regular hours and be made in conjunction with payment for Holiday Time Bank hours. Such checks will be issued prior to the end of the month following the end of the semi-annual period.

4.4 Other Leave.

- A. Leave of Absence Without Pay.** Please refer to Administrative Procedure and Policy 13-24, entitled “Leaves of Absence”.

- B. Leave With Pay - New Employees.** Notwithstanding anything in this Subsection to the contrary, the City Manager is authorized to approve up to a maximum of ten (10) days leave with pay during the first six (6) months of employment, for personal or health reasons, for newly appointed CPM Employees as may from time to time be designated by the City Manager, not employed by the City at the time of their appointment, on a case by case negotiated basis. Such leave of absence with pay shall not be subject to accrual or compensation upon the termination of the six (6) month period.

- C. Leave With Pay - Birth or Adoption of Child.** Please refer to Administrative Procedure and Policy 13-24, entitled “Leaves of Absence”.

- D. Leave With Pay - Less Than One Work Day or Shift.** In addition to the Management Leave set forth in Subsection 4.7 below, CPM Employees may be granted leave with pay for periods of less than one work day or shift provided that such leave:
 - 1. Is approved by the CPM Employee’s department head, or the City Manager, as appropriate; and
 - 2. Is not used in lieu of accrued sick leave.

4.5 Vacation.

- A. Accrual and Utilization - Generally.** Chico Police Management Employees who have served the 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 the employee in accordance with the schedule set forth in Appendix “3,” entitled “Vacation Accrual Schedule”, provided that such CPM 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. Bargaining unit members transferring to the City as a Lieutenant or Captain are eligible for vacation accrual rates on a month for month basis with prior service with a Sheriff’s department, another Municipal police department, or any other agency deemed to be equivalent by the Chief of Police.

- B. Rate of Accrual.** CPM Employees shall accrue vacation credit in accordance with the schedule in Appendix "3". Part-time Management Employees shall accrue a prorated amount of vacation based on Full Time Equivalent (FTE) of positions to which such employees are assigned.
- C. Termination of Additional Accrual.** CPM 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 Appendix "3." Accrual shall commence again when the Management Employee's accrued vacation balance drops below the maximum. The CPM Employee shall receive notice of such termination of additional accrual. If a CPM 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 the CPM Employee.
- D. Effect of Termination of Employment.** CPM 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. Said payment shall be determined by multiplying the CPM Employee's hourly rate of pay times the number of hours of accrued vacation credited to employee at the time of termination. CPM Employees with less than six (6) months of service shall not be paid for any accrued vacation.

4.6 Retirement Plan.

- A. Established and City Contribution – Employees Hired Before January 1, 2013, or Classic Members.** Chico Police Management Employees hired before January 1, 2013, or those Classic Members, as defined by CalPERS, shall receive the 3% at age 50 retirement benefit formula. CPM Employees covered by this Section shall contribute the employee contribution amount established by CalPERS for the 3% @ 50 Pension Formula. The City shall not pay any portion of the required employee contribution.
- B. Employees Hired On or After January 1, 2013.** CPM Employees hired on or after January 1, 2013, shall receive the 2.7% at age 57 retirement benefit formula. CPM Employees covered by this Section 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. CPM Employees covered by this Section who are Classic Members as defined by CalPERS may be eligible for a different pension formula, pursuant to 4.6.A above.

- C. CalPERS Election about Member's Payment of City's Pension Costs.** The parties acknowledge that CalPERS mandates an election of CPM unit members, separate from ratification of this MOU, to provide for the cost sharing pursuant to Government Code Section 20516 described in Section 4.6.D. As soon as practicable after the ratification of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the CPM unit and completion of the City's amendment to the CalPERS contract, CPM unit member contributions will be made pursuant to Government Code Section 20516, and shall extend beyond the expiration of this MOU. The CPM and the City will take all actions necessary to implement the Government Code Section 20516 pension cost sharing agreement described in Section 4.6.D.
- D. Employee Cost Sharing of Additional Benefits.** Each bargaining unit member covered by this MOU shall pay, through payroll deduction, 100% of the required employee contribution plus an additional three percent (3%) of PERSable compensation towards the City's normal cost of pension benefits as permitted by Government Code Section 20516. Any cost-sharing percentage above 3% shall be rolled back effective the first pay period of July 2023. Notwithstanding the above, until the contract amendment between the City and CalPERS is complete, the three percent (3%) 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 MOU. CPM and the City will take all actions necessary to implement the pension cost sharing agreement described in this section 4.6.D.
- E. City Contribution.** City agrees to pay the benefit employer contribution 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 as of June 30, 2002, and to abide by all terms and conditions as established by such Contract so long as the contract exists between City and PERS.

F. Implementation of Elective Medicare Coverage for Employees Hired Prior to April 1, 1986. City agrees to enter an agreement with PERS, subject to the approval of the United States Social Security Administration, to allow Chico Police Management Employees hired prior to April 1, 1986 to voluntarily elect to participate in Medicare Coverage. CPM Employees who elect to participate in the elective Medicare Coverage available through the City's agreement with PERS shall not be eligible for City payment of the Employee Contribution for the Federal Insurance Contribution Act-Medicare program established in Subsection 4.8.B. below. This new provision shall not constitute a Federal Government mandate that all City employees be covered by and make payroll contributions for the Medicare portion of FICA as established in Subsection 4.8.B. below.

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

4.7 Management Leave.

A. Basic Accrual. In recognition of the fact that Chico Police Management Employees are not compensated for hours worked in addition to the normal working hours, CPM Employees shall receive the following Management Leave effective January 1, 2024. Chico Police Management Captains shall receive ninety-six (96) hours of Management Leave per calendar year. Chico Police Management Lieutenants shall receive forty-eight (48) hours of Management Leave per calendar year.

1. Employees Hired or Promoted Into Management. Employees hired or promoted into a CPM position after the beginning of the calendar year shall receive a prorated amount of such Leave on a "percentage of year remaining" basis.

2. Part-time Management Employees. Part-time CPM Employees shall accrue a prorated amount of Management Leave based on FTE of positions to which such employees are assigned.

B. Additional Accrual. In addition to the Management Leave set forth above, the City Manager may, upon recommendation of a Department Head, approve additional Management Leave on a case by case basis, up to a maximum of forty (40) additional hours per calendar year.

Such additional Management Leave may be approved by the City Manager based upon a determination that the affected Management Employee is required to work a substantial amount of time beyond the time normally expected of CPM Employees.

- C. Removal of Unused Management Leave.** Any Management Leave not taken by December 31 of any calendar year shall be removed, without compensation, from the CPM Employee's payroll records; except that employees who have received additional Management Leave pursuant to Subsection 4.7.B., above, shall be allowed to retain and use such leave for up to six months following City Manager approval of the additional Management Leave accrual. Management leave shall be utilized in accordance with the applicable Administrative Procedure and Policy established by the City Manager. Employees who leave City employment with unused Management Leave shall not receive any payment for that unused leave.

4.8 Various Benefits.

A. FICA-Medicare Contribution.

- 1. Applicability Defined.** 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. The City is also required to contribute 1.45% of salary for such coverage.
- 2. City Payment of Employee Contribution.** Chico Police Management Employees shall pay the 1.45% employee contribution of their salary to the FICA-Medicare program.
- 3. Future Changes.** Notwithstanding anything herein above to the contrary, if in the future the Federal Government mandates that all City employees shall be covered by and make payroll contributions for the Medicare portion of FICA, CPM Employees will be required to make such contributions, and the City's payment thereof shall terminate. Should a CPM Employee's taxable Medicare wages exceed \$200,000 in any given calendar year, that employee will be responsible to contribute 0.9% of those wages exceeding \$200,000 as required by the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, and City will not pay such contribution.

B. Wellness/Physical Fitness Program. CPM Employees shall be eligible to participate in the following wellness/physical fitness program. Such participation shall be voluntary.

1. City Reimbursement. City agrees to reimburse Employees up to the single person rate or \$50.00 per month, whichever is less, for the cost of health and fitness facilities to assist Employees in attaining and maintaining overall wellness and physical fitness goals.

2. Selection of Facility and Reimbursement Procedure. Employees shall have the right to select a qualified health and fitness center based on the following.

a. "Qualified health and fitness centers" shall mean privately operated physical fitness businesses which provide at least the following: weight training equipment, aerobic apparatus and equipment, and aerobic exercise classes;

b. Employees shall be responsible for the payment of any initiation fee;

c. City's maximum obligation for payment of Employee's monthly membership fee shall not exceed \$50.00. CPM agrees that Employees who select health/fitness centers with membership fees exceeding City's maximum payment amounts shall be responsible for the payment of such additional fee amounts;

d. City shall reimburse Employees for monthly membership fees up to the maximum City payment amount set forth above upon submittal by such Employees of the appropriate City claim form and evidence of payment of such fees. Such claim must be submitted within ninety (90) days following the end of the covered period to be eligible for reimbursement.

C. Moving Expense Reimbursement. The City Manager is authorized to reimburse, on a case by case negotiated basis, up to a maximum of \$1,500 in moving expenses for newly appointed CPM Employees, as may from time to time be designated by the City Manager, who reside outside of Butte County at the time of their appointment. The actual amount reimbursed shall be based upon, among other factors, the actual cost of moving, excluding meal and lodging costs, the distance of the move and the amount of the pay differential which results from

appointment to a City position. Moving expense reimbursement shall be subject to applicable tax laws.

D. Retiree Medical Expense and Health Insurance Trust.

- 1. Established.** The Retiree Medical Expense and Health Insurance Trust ("Trust") is administered and managed by CPOA/PORAC. The Trust shall be in conformance with those applicable Internal Revenue Code requirements that allow for City contributions to be made on a tax-free basis.
- 2. Funding.** The Trust will be partially funded by monthly contributions made by the City to the party designated to receive such contributions by CPM. The CPM President shall be responsible for informing City of changes to the party designated to receive such contributions. The negotiated City contribution, per Employee in active status for the prior month, is one-hundred dollars (\$100) monthly.
- 3. Purpose and Restrictions.** CPM shall be responsible for payment of all costs associated with the maintenance of the Trust. The sole purpose of the Trust is to provide funding for medical expenses and health insurance costs for eligible retirees, or qualified family members of eligible retirees as established by the Trust. If at any time, the Trust is deemed by the Internal Revenue Service (IRS) to not have tax-free status, in relation to City contributions, the City shall hold all further contributions to the Trust in an escrow account until such time that a tax-free contribution Trust can be re-established that meets the intended purposes outlined above. City makes no guarantee, either direct or implied, that payments for medical expenses and health insurance for eligible retirees, or qualified family members of eligible retirees as established by the Trust, would exist or continue beyond the financial resources of the Trust.

 - a. Trust.** The Trust has been created at CPM's request for the administration of a retiree health benefit and for mandatory contributions of all employees in the Chico Police Management bargaining unit. The City will not participate in the administration of the Trust.
 - b. Indemnity.** CPM agrees, to the fullest extent permitted by applicable law, to indemnify and hold harmless the City and each of its agents, officers, and employees

against all costs, expenses, liability, and damages resulting from any misrepresentation, negligent action or inaction, or breach of, the Trust, or any rules, policies, or procedures established by the Trust's Board of Trustees.

- c. **No City Guarantee Regarding Benefit Payout After Funding.** Employees who participate in the Trust assume the entire risk from any investment gains or losses associated with these funds or other decline in their value. Nothing contained in this MOU shall constitute a guarantee by the City that the assets of the Trust will be sufficient to pay any benefit to any person or to make any other payment during an employee's life expectancy after retirement. Payments to be paid from the Trust are limited to the remaining assets in the Trust and governed by the Board of Trustees adopted Plan.

E. Uniform Allowance. Effective July 1, 2023, CPM employees receive an allocated Uniform Allowance per employee per fiscal year as follows: For the first year of this MOU, Uniform Allowance amounts already paid to Lieutenants shall be deducted from the allocated allowance and the balance, if any, will be payable to those employees within thirty (30) days of this MOU being ratified and approved. After the first year of this MOU, uniform allowance shall be paid in a single lump sum no later than the first full pay period in August of each year. Employees must be in active status as of July 31 to receive the uniform allowance.

1. For employees serving in the Lieutenant classification the uniform allowance is \$1,300 per fiscal year.
2. For employees serving in the Captain classification, the uniform allowance is \$900 per fiscal year.

For the first year of this MOU, Uniform Allowance amounts already paid to Lieutenants shall be deducted from the allocated allowance and the balance, if any, will be payable to those employees within thirty (30) days of this MOU being ratified and approved. After the first year of this MOU, uniform allowance shall be paid in a single lump sum no later than the first full pay period in August of each year. Employees must be in active status as of July 31 to receive the uniform allowance.

F. Cellular Phones. Chico Police Management Employees and City agree Cellular Phones are provided to CPM members by the City.

G. Severance Authority. The City Manager may, at his or her sole discretion, an individual severance benefit for at-will employees covered by this bargaining unit. Such severance benefit shall not be the right of such terminated employee, but rather is an additional benefit that may be established based on the particular situation of the employee, through negotiation with the City Manager. Such benefit may include compensation for wages, extension of health or other insurance coverage, or other benefits and/or payments as meet the individual need of the terminated employee and the City. The City Manager will advise the City Council when a severance exceeds three (3) months.

SIGNED AND DATED AS FOLLOWS:

For Chico Police Management Employees:

Michael R Rodden Sep 22, 2023
Michael R Rodden (Sep 22, 2023 10:25 PDT)

Mike Rodden (Date)

Jeramie Struthers Sep 22, 2023
Jeramie Struthers (Sep 22, 2023 10:27 PDT)

Jeramie Struthers (Date)

For the City of Chico:

Mark Sorensen Sep 22, 2023
Mark Sorensen (Sep 22, 2023 10:54 PDT)

Mark Sorensen* (Date)
City Manager

* Authorized pursuant to Chico
Municipal Code 2R.04.060

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman ON BEHALF
OF Vincent C. Ewing, City Attorney*
ARNOLD M. ALVAREZ-GLASMAN
*Pursuant to The Charter of the City of Chico,
Section 906(E)

**CHICO POLICE MANAGEMENT EMPLOYEES
2023 MOU
APPENDIX 1 - BI-WEEKLY PAY SCHEDULE**

Chico Police Management Employees (CPM)

A. Basic Pay Schedule (Effective 07/2/2023)

	HOURLY PAY RATES						BIWEEKLY PAY RATE		ANNUAL PAY RATE	
Police Captain	73.54	77.22	81.08	85.13	89.39	93.86	5,817.15	7,508.89	151,245.86	195,231.15
Police Lieutenant	66.86	70.20	73.71	77.40	81.27	85.33	5,288.31	6,826.26	137,496.05	177,482.81

A. Basic Pay Schedule (Effective July 14, 2024)

POSITION TITLE	HOURLY PAY RATES						BIWEEKLY PAY RATE		ANNUAL PAY RATE	
	A	B	C	D	E	F	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
Police Captain	75.01	78.76	82.70	86.84	91.18	95.74	5,933.49	7,659.07	154,270.78	199,135.78
Police Lieutenant	68.19	71.60	75.18	78.94	82.89	87.03	5,394.08	6,962.79	140,245.97	181,032.47

A. Basic Pay Schedule (Effective July 13, 2025)

POSITION TITLE	HOURLY PAY RATES						BIWEEKLY PAY RATE		ANNUAL PAY RATE	
	A	B	C	D	E	F	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
Police Captain	76.51	80.34	84.36	88.57	93.00	97.65	6,052.16	7,812.25	157,356.19	203,118.49
Police Lieutenant	69.56	73.04	76.69	80.52	84.55	88.78	5,501.96	7,102.04	143,050.89	184,653.12

**CHICO POLICE MANAGEMENT EMPLOYEES
2023 MOU**

APPENDIX 2 – HEALTH INSURANCE CARRIERS AND CONTRIBUTIONS

HEALTH 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 and Employees shall each contribute toward the monthly premium rate for City's employee group health and dental insurance plans, as set forth below. The amount of the Employee's contribution shall vary based on the medical plan selected by the Management Employee. The allocation of any future rate increases between the City and Employee contributions shall be determined through future agreement between City and Union.

Effective January 1, 2023:

<i>Medical Insurance Rates (PRISM/Anthem Blue Cross)</i>													
	TOTAL MONTHLY PREMIUM				CITY CONTRIBUTION					EMPLOYEE CONTRIBUTION			
	EPO	PPO 90/10	PPO 80/20	HDHP	EPO	PPO 90/10	PPO 80/20	HDHP	HSA	EPO	PPO 90/10	PPO 80/20	HDHP
Employee Only	751.00	751.00	694.00	487.00	648.71	648.71	481.50	487.00	78.14	102.29	102.29	212.50	0.00
Employee +1	1,601.00	1,600.00	1,474.00	1,040.00	1,401.20	1,400.32	1,021.48	1,040.00	125.02	199.80	199.68	452.52	0.00
Employee +2 or more	2,060.00	2,059.00	1,899.00	1,342.00	1,795.70	1,794.83	1,325.31	1,342.00	156.27	264.30	264.17	573.69	0.00
<i>Dental Insurance Rates (Delta Dental)</i>													
Employee Only	77.10	77.10	77.10	77.10	3.01	3.01	3.01	3.01	-	74.09	74.09	74.09	74.09
Employee +1	77.10	77.10	77.10	77.10	3.01	3.01	3.01	3.01	-	74.09	74.09	74.09	74.09
Employee +2 or more	77.10	77.10	77.10	77.10	3.01	3.01	3.01	3.01	-	74.09	74.09	74.09	74.09
<i>Vision Insurance Rates (VSP)</i>													
Employee Only	5.47	5.47	5.47	5.47	5.47	5.47	5.47	5.47	-	0.00	0.00	0.00	0.00
Employee +1	10.13	10.13	10.13	10.13	5.47	5.47	5.47	5.47	-	4.66	4.66	4.66	4.66
Employee +2 or more	15.71	15.71	15.71	15.71	5.47	5.47	5.47	5.47	-	10.24	10.24	10.24	10.24
<i>Total Contributions</i>													
Employee Only	833.57	833.57	776.57	569.57	657.19	657.19	489.98	495.48	78.14	176.38	176.38	286.59	74.09
Employee +1	1,688.23	1,687.23	1,561.23	1,127.23	1,409.68	1,408.80	1,029.96	1,048.48	125.02	278.55	278.43	531.27	78.75
Employee +2 or more	2,152.81	2,151.81	1,991.81	1,434.81	1,804.18	1,803.31	1,333.79	1,350.48	156.27	348.63	348.50	658.02	84.33

II. FUTURE HEALTH INSURANCE PREMIUM CHANGES.

Any future increases in premiums shall be shared proportionately between the City and Chico Police Management Employees based on the percent of the total premium cost share listed below, unless the City Council decides to pick up the full cost of the yearly insurance premium increase.

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%	86.38%	69.38%	100.00%	Remaining Balance	EE Only	13.62%	13.62%	30.62%	0.00%	\$74.09
EE + 1	87.52%	87.52%	69.30%	100.00%	Remaining Balance	EE + 1	12.48%	12.48%	30.70%	0.00%	\$74.09
Family	87.17%	87.17%	69.79%	100.00%	Remaining Balance	Family	12.83%	12.83%	30.21%	0.00%	\$74.09

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

Chico Police Management Employees who have alternative group medical insurance coverage shall not be required to participate in City's medical insurance plan. CPM Employees shall provide verification of such alternative coverage to the Human Resources & Risk Management Office during the open enrollment period. Such employees shall continue to provide verification during the open enrollment period in all subsequent years that CPM Employees choose to opt out of City's medical insurance plan. CPM Employees who opt out of City's medical insurance plan shall receive a payment of \$100.00 per month into:

- a.** The Chico Police Management Employee's Medical Flexible Spending Account established with the City's Section 125 Plan; or
- b.** The Management Employee's City deferred compensation account; or
- c.** As cash to the Employee.

CPM Employees who lose their alternative coverage shall be allowed to immediately enroll in City's medical insurance plan, and shall no longer receive the \$100.00 per month payment.

CHICO POLICE MANAGEMENT EMPLOYEES

2023 MOU

APPENDIX 3 - VACATION ACCRUAL

VACATION ACCRUAL

Permanent, full-time Employees hired prior to January 1, 2014, shall accrue vacation credit in the following schedule:

Length of Service	Bi-weekly Accrual Rate	Annual Accrual Rate	Max Accrual Balance
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	400
157th month through 168th month	6.47	168.22	420
169th month through 180th month	6.78	176.28	440
181st month through 192nd month	7.09	184.34	460
193rd month through 204th month	7.39	192.14	480
205th month and forward	7.69	199.94	500

Permanent, full-time Employees hired on or after January 1, 2014, shall accrue vacation credit in with the following schedule:

Length of Service	Bi-weekly Accrual Rate	Annual Accrual Rate	Max Accrual Balance
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