

CITY OF CHICO

EMPLOYEE CONTRACTUAL SERVICE AGREEMENT –EXEMPT

THIS EMPLOYEE CONTRACTUAL SERVICE AGREEMENT (Agreement) is entered into on _____, 20____, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and _____, an individual, (Employee) for the position of _____ (Position). This Agreement is subject to the following terms and conditions of employment.

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ARTICLE ONE: DEFINITIONS

1.1 GENERALLY. Except as otherwise provided herein, all words and phrases used in this Agreement 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 Administrative Procedure and Policy Manual (“AP&P”), and in California Government Code Section 3500 et seq. entitled, the “Meyer-Milias-Brown Act” (“MMBA”). 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 Agreement.
2. “Council” shall mean the City Council of the City of Chico.
3. “Employee” shall mean the at-will contractual employee who signed this Agreement.
4. 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.
5. “Pay” shall include the term “wages” as used in MMBA.
6. Public Employees Retirement System (“PERS”) shall mean the California Public Employees’ Retirement System.
7. “Registered Domestic Partner” shall have the same meaning as provided in the California Family Code Section 297.

1.2 STRUCTURE OF AGREEMENT. This Agreement is structured with Articles, Subarticles, Sections, Subsections, Paragraphs, and Subparagraphs. As an example, life insurance is found in Article Three: Employee Benefits, Subarticle Three - Insurances, Section B - Dental Insurance. This would be specifically cited as 3.2.B.

ARTICLE TWO: PAY

2.1 Pay Schedule Established. Compensation for Employees shall be as established in the attached Exhibit “A,” entitled “Schedule of Job Titles and Bi-Weekly Pay Rates” (Exhibit “A”), and may be increased pursuant to the provisions of subsection 2.2. As modifications are made to the pay schedule pursuant to the terms of this Agreement, or through other City Council action, Exhibit “A” shall be modified by the Human Resources and Risk Management Director to reflect those changes.

2.2 Merit Adjustments to Pay Schedule. Pay increases within the established pay ranges may be granted by the City Manager to Employees in management positions. For those positions which are below the Department Head level, the City Manager will consider the recommendations of such Department Head in establishing the amount of such increases. Based on the financial condition of the City, City and Employee agree that the merit pay increases for the term of this Agreement shall be limited to zero percent (0%).

ARTICLE THREE: EMPLOYEE BENEFITS

3.1 CUMULATIVE PAID LEAVE

A. Cumulative Paid Leave. Effective upon the execution of this Agreement, Employee shall accrue Cumulative Paid Leave in the amount of 0.077 hours for each hour actually worked by Employee, not to exceed 320 hours. Cumulative Paid Leave accruals may be used by Employee for sick leave, vacation, bereavement, or holidays, or may be accrued for future use or pay out. The Cumulative Paid Leave balance shall be paid in full to Employee upon termination from City employment.

B. Leave of Absence Without Pay. Please refer to Administrative Procedure and Policy 13-24, entitled “Leaves of Absence (With or Without Pay),” as amended.

C. Job-Related Illness or Disability. If Employee is off work as a result of a proven job-related illness or injury which is accepted by the City as a Workers’ Compensation claim, Employee shall not have such time off charged against Cumulative Paid Leave.

3.2 HOLIDAYS

A. Established. The following holidays constitute the entire and exclusive list of legal holidays established pursuant to this Agreement: January 1, last Monday in May, July 4, first Monday in September, Thanksgiving Day, and December 25.

3.3 INSURANCES

A. Medical Insurance

1. City Contribution. If Employee participates in City's employee group medical, Employee shall receive the maximum contribution per month toward the monthly premium rate as set forth in Exhibit "B," entitled "Medical, Dental and Vision Insurance Carriers and Contributions" (Exhibit "B"). In the event that the actual monthly premium is less than the maximum contribution set forth in Exhibit "B," City's contribution shall be the actual monthly premium amount and Employee shall not be required to make a contribution.

2. Carrier Identified. For the purposes of this Section, the carrier of the employee group medical and dental insurance plans referred to herein shall be on file with the Human Resources & Risk Management Office.

B. Dental Insurance

1. City Contribution. The City's group dental insurance plan requires all employees to participate. Employee shall receive the maximum contribution per month toward the monthly premium rate as set forth in Exhibit "B," entitled "Medical, Dental and Vision Insurance Carriers and Contributions" (Exhibit "B"). In the event that the actual monthly premium is less than the maximum contribution set forth in Exhibit "B," City's contribution shall be the actual monthly premium amount and Employee shall not be required to make a contribution.

2. Carrier Identified. For the purposes of this Section, the carrier of the employee group medical and dental insurance plans referred to herein shall be on file with the Human Resources & Risk Management Office.

C. Life Insurance

1. City Contribution. City agrees to provide Employees with term life insurance in the amount of \$1,000 per each \$1,000 of annual salary, and the spouse and minor children of such Employees with term life insurance in the amount of \$1,500, the 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.

D. Vision Insurance

1. Benefit Level and City Premium Payment. The City's group vision insurance plan requires all employees to participate. City agrees to provide Employee with a vision insurance plan which provides vision care benefits, to Employee 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 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.

3.4 RETIREMENT PLAN

A. SDI. During the term of this Agreement, Employee agrees that State Disability Insurance premiums will be deducted from Employee's regular earnings each bi-weekly payroll period.

B. PERS Retirement Plan Established and City Contribution. Due to Employee's previous CalPERS service, City will provide Employee with the retirement benefits set forth in that certain "Contract Between the Board of Administration, Public Employees' Retirement System and the City Council of the City of Chico" (Contract) which was in effect as of January 1, 2005, and such other amendments which may subsequently be required to implement the provisions of this Agreement, and shall pay the required City contribution rate as established by such Contract.

C. Employee Contribution. Upon execution of this Agreement, Employee shall contribute eight percent (8%) of regular earnings each bi-weekly payroll period as an employee contribution to the retirement plan, in accordance with the applicable provisions of the California Government Code and the aforementioned Contract.

3.5 VARIOUS BENEFITS

A. Workers' Compensation. City agrees to provide workers' compensation insurance for all Employees in accordance with the applicable provisions of State law.

B FICA-Medicare Contribution

1. Employee Contribution. Employee is required to contribute 1.45% of salary to the FICA - Medicare program.

2. City Contribution. City is required to contribute 1.45% of salary to the FICA-Medicare program.

C. Uniforms, Protective Clothing, and Equipment. City agrees to provide uniforms, protective clothing, and equipment to Employee in accordance with the needs of the particular job assignment. Such uniform items shall be purchased by City with funds budgeted in City's Annual budget, and as set forth therein and in accordance with the appropriate departmental administrative procedure.

ARTICLE FOUR: WORKING CONDITIONS AND JOB SHARING

4.1 Work Week.

A. **Established.** Employee shall have a work week of up to 40 hours, so long as work is available, which shall begin at 12:00 midnight on Saturday and shall extend to the next following Saturday at 12:00 midnight.

B. **Hours.** Employee's work hours shall be determined by Employee's Department Head or Supervisor. Employee's may be authorized to work a flexible shift, with the hours, and approval solely at the discretion of City.

C. **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.

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

ARTICLE FIVE: SPECIAL PROVISIONS

5.1 **Medical Suitability for Employment.** City retains the right to require an Employee to undergo a physical examination of any kind or extent, including psychiatric or psychological evaluation as appropriate, at the option of City, to ensure an Employee's medical suitability to perform the duties of the position to which said Employee is assigned. Such physical examinations shall be performed by a physician chosen by City and the cost of such examination shall be paid for by City. If Employee, after such physical examination, is found to not be medically suited to perform the duties of the assigned position, City agrees to allow Employee a reasonable amount of time to become medically suitable. If, after such reasonable time, Employee remains medically unsuited for the assigned position, City retains the right to take appropriate action, including, but not limited to, transfer to another position for which Employee is medically suited, if such a position is available, or termination.

5.2 **Military Training Notification.** If Employee is a member of a military reserve and/or National Guard Unit, Employee 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 Employee,

but no later than the next working day following their notification from the military unit. Employee shall provide City with a copy of military orders for active duty training as soon as such orders are available.

5.3 Safety. City recognizes its responsibility to and will provide safe work stations, equipment and tools. Employee shall abide by adopted rules and regulations regarding the usage of safety equipment and the utilization of safe working operations and procedures. If Employee violates such safety rules and regulations, Employee may be disciplined up to and including termination.

5.4 Employee Clothing and Physical Appearance Requirements. Employee shall wear clothing that is appropriate for the particular Position and shall maintain a physical appearance that will not endanger themselves, in accordance with the appropriate Administrative Procedure and Policy. City may provide uniform shirts for Employee depending on Employee's Position.

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

ARTICLE SIX: GENERAL PROVISIONS

6.1 AT-WILL; EMPLOYEE-EMPLOYER RELATIONSHIP. Employee agrees that consistent with the identified status as at-will, Employee's employment and compensation may be terminated with or without cause, and with or without notice, at any time, by either City or Employee. Nothing in this Agreement in any way modifies or limits Employee's status as an at-will employee. City and Employee agree that the relationship between them created by this Agreement is that of an employee-employer relationship. Additionally, Employee is exempt pursuant to FLSA.

6.2 TERM. The provisions of this Agreement shall be effective for two (2) years from the date set forth above.

6.3 EFFECT OF AGREEMENT

A. Annual Budget(s) and City's AP&P. If any provisions of the current City Annual Budget and City's AP&P are inconsistent with any of the provisions of this Agreement, the provisions of this Agreement shall prevail and supersede any such inconsistent provisions.

B. City, State, or Federal Laws, Rules, or Regulations. Unless otherwise specifically provided for herein, this Agreement shall not effect or supersede the Charter, the CMC, or any other rule or regulation promulgated thereunder. Further, this Agreement shall not effect any Federal or State statutes, or any rules or regulations promulgated thereunder.

6.4 NON-DISCRIMINATION. City agrees not to discriminate against Employee regarding benefits and privileges because of Employee's race, religion, sex, sexual orientation, age, ethnicity, national origin, disability, political affiliations, gender identity, gender expression, or genetic information.

6.5 EQUAL EMPLOYMENT OPPORTUNITY PLAN. City's Equal Employment Opportunity Plan is set forth in CMC 2R.76.

6.6 EXHIBITS INCORPORATED. All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

6.7 INTEGRATION; AMENDMENT; SEVERABILITY. This Agreement represents the entire understanding of City and Employee as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties. If any provision of this Agreement is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall have no effect on the validity of the remaining provisions of this Agreement, and such provisions shall continue to remain in full force and effect.

6.8 NOTICE. Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

To City:	City Manager City of Chico P. O. Box 3420 Chico, CA 95927-3420	-or-	City Manager City of Chico 411 Main Street Chico, CA 95928
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To Employee:	_____	-or-	_____
	_____		_____
	_____		_____
	_____		_____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

CITY OF CHICO:

EMPLOYEE:

David Burkland, City Manager*

* Authorized pursuant to the Declaration of City Clerk Deborah R. Presson, of the certification of the official minutes from the City Council meeting held on November 15, 2011.

APPROVED AS TO FORM:

Lori J. Barker, City Attorney
By: Alicia M. Rock, Assistant City Attorney

**CITY OF CHICO
EMPLOYEE CONTRACTUAL SERVICE AGREEMENT
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EXHIBIT "A"

SCHEDULE OF JOB TITLES AND BI-WEEKLY PAY RATES

EFFECTIVE: 02/01/12	Minimum	Maximum
Animal Services Manager	\$2,412.00	\$3,078.40

**CITY OF CHICO
EMPLOYEE CONTRACTUAL SERVICE AGREEMENT – EXEMPT**

EXHIBIT “B”

MEDICAL, DENTAL AND VISION 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.

Effective January 1, 2018

MEDICAL					
City Contribution					
	EPO	PPO 90/10	PPO 80/20	HDHP	HSA
Single	506.19	330.68	375.35	381.00	78.14
Double	506.19	330.68	375.35	381.00	78.14
Family	506.19	330.68	375.35	381.00	78.14
Employee Contribution					
	EPO	PPO 90/10	PPO 80/20	HDHP	HSA
Single	79.81	255.32	165.65	0.00	---
Double	741.81	916.32	774.65	431.00	---
Family	1,099.81	1,274.32	1,106.65	665.00	---
DENTAL			VISION		
City Contribution					
Single		5.61			5.47
Double		5.61			5.47
Family		5.61			5.47
Employee Contribution					
Single		74.09			0.00
Double		74.09			4.66
Family		74.09			10.24

Future Premium Increases

Health benefit premiums shall be shared proportionately between the City and Employees 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.

MEDICAL					
City Contribution					
	EPO	PPO 90/10	PPO 80/20	HDHP	HSA
Single	86.38%	56.43%	69.38%	100.00%	78.14
Double	Single Cont.	Single Cont.	Single Cont.	Single Cont.	78.14
Family	Single Cont.	Single Cont.	Single Cont.	Single Cont.	78.14
Employee Contribution					
	EPO	PPO 90/10	PPO 80/20	HDHP	HSA
Single	13.62%	43.57%	30.62%	0.00%	---
Double	Remaining Balance	Remaining Balance	Remaining Balance	Remaining Balance	---
Family	Remaining Balance	Remaining Balance	Remaining Balance	Remaining Balance	---
DENTAL			VISION		
City Contribution					
Single	75%			Single Rate	
Double	75%			Single Rate	
Family	75%			Single Rate	
Employee Contribution					
Single	25%			0.00	
Double	25%			Remaining Balance	
Family	25%			Remaining Balance	

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

Employees who have alternative group medical insurance coverage are not 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 \$100.00 per month 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 \$100.00 per month payment.