

CITY OF MONTEREY
EMPLOYMENT AGREEMENT FOR PROFESSIONAL SERVICES

Anthony Pascua
Junior Civil Engineer

THIS AGREEMENT, made and entered into this 17 day of May, 2012, (date of execution) by and between the CITY OF MONTEREY, a municipal corporation of the State of California, hereafter referred to as "the City", and **Anthony Pascua**, hereafter referred to as "employee."

WITNESSETH:

WHEREAS, the City requires certain technical and professional services in the position of **Junior Civil Engineer**; and

NOW THEREFORE, in consideration for the mutual terms, covenants, and conditions contained herein, the parties hereto agree as follows"

A. Contract Appointment

Employee is hereby retained in the position of **Junior Civil Engineer** and as such shall perform the duties and services of that position as described in the attached City's **job description (Exhibit A)**. It is agreed that in fulfilling the duties and services of this job, employee shall be employed at full-time. Employee agrees to refrain from outside employment that may conflict with these duties.

B. Status

The employee's terms, covenants, and conditions of employment with the City are expressly limited by and to the terms, covenants and conditions of this Agreement. Employee shall be considered a General Employee (GEM).

C. Compensation

1. **Rate:** Employee shall receive a salary for the performance of the above described services at the semi-monthly rate paid to the classification of **Junior Civil Engineer** at Step 1, as set forth in the City's Salary Schedule. At the time of the execution of this agreement, the semi-monthly rate for full-time **Junior Civil Engineer** Step 1 is \$2604. Employee shall receive any cost-of-living raises, step adjustments based on merit consistent with the Personnel Regulations for the City (MCC, Chapter 25), and other pay adjustments granted to General Employees pursuant to agreement with the recognized bargaining unit that would represent the classification of **Junior Civil Engineer**. Employee may accrue overtime, consistent with applicable Federal, State and City Code regulations.

2. Benefits: During the term of this agreement, employee shall receive the same benefits as provided to general employees in the July 1, 2005 to June 30, 2012 Memorandum of Understanding, or applicable successor Memorandums of Understanding, between the City and the General Employees Association and to those terms and conditions of employment and benefits provided in MCC Chapter 25, and to its successors, unless otherwise modified herein.

D. Term

The term of this agreement commences on the sixteenth day of May, 2012, and shall continue until June 30, 2014, unless renewed or extended by mutual agreement.

E. Termination

Either party may terminate this Agreement without cause upon giving the other party not less than thirty (30) calendar days prior written notice.

F. Employee Employment Rights

1. Probation: The employee will not be subject to a one-year probationary period for this contract position and will not accrue regular status per MCC Section 25-2.33. This is an "at will" position and the employee may be terminated without cause at the discretion of the City.
2. Right of Appointment: In the event that this position becomes a regular budgeted position, the Junior Civil Engineer shall, absent any existing disciplinary or performance problems on the part of the employee, have first right of appointment to the position and shall not be required to serve a probationary period as long as employee has served successfully in the position for 12 consecutive previous months. Otherwise, employee will serve probation until 12 months have been successfully served.

G. Standard of Performance

All services to be performed by employee pursuant to paragraph 1, hereof, shall be performed in accordance with all applicable ordinances, policies, and rules and regulations of the City. Performance evaluations shall be made in accordance with current policies and procedures applicable to General Employees.

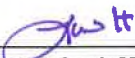
H. Non-assignability

Employee shall not sub-contract, assign, sell, mortgage, hypothecate, or otherwise transfer the Junior Civil Engineer's interests, rights, duties or

obligations hereunder in any manner, without the express prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first herein above written.

Approved as to form:




City Attorney's Office

City of Monterey,
a Municipal Corporation of
the State of California

BY: 

Fred Meurer
City Manager

BY: 

Anthony Pascua
Junior Civil Engineer

JUNIOR CIVIL ENGINEER

Definition

Under general supervision, to perform professional level engineering office and fieldwork; and to do related work as required.

Examples of Duties

Assists in conducting preliminary studies of engineering projects and helps prepare plans for streets, storm drains, sewers, and other public works projects; collects engineering data, makes calculations and performs drafting involved in the preparation of maps, drawings, profiles, easements, rights-of-way and related matters; tabulates field data; designs routine engineering structures and prepares specifications, contracts and other documents; prepares preliminary and final cost estimates; assists in training subprofessional engineering personnel in drafting and engineering calculations; prepares specialized studies and engineering reports; answers questions from the general public in person or by telephone regarding office activities and routine engineering matters.

Employment Standards

Education and Experience

Any combination equivalent to graduation from a recognized college or university with a major in civil engineering.

Knowledge and Abilities

Knowledge of: basic principles of physics, chemistry, and advanced mathematics as applied to engineering; knowledge of basic principles and practices of engineering field and office work, including drafting and surveying practices, procedures, and equipment.

Ability to: make moderately difficult engineering computations, estimates, and designs; ability to prepare and interpret plans and specifications; ability to use engineering and drafting instruments and tables; ability to conduct exacting engineering research work and write technical reports; ability to make precise survey measurements, and to make and interpret survey calculations; ability to use and understand the workings of common personal computer software; ability to use, and have knowledge of, computer-aided design programs; ability to understand and carryout technical instructions.

License and/or Certificates Required

Possession of a valid California Drivers License with an acceptable driving record is required. Possession of an EIT is desirable, but not required.