TOWN OF PARADISE
RESOLUTION NO. 16- 27

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF PARADISE AND THE TOWN OF PARADISE POLICE OFFICERS ASSOCIATION RELATING TO EMPLOYMENT COVERING THE PERIOD FROM JULY 1, 2016 TO JUNE 30, 2019

WHEREAS, Resolution No. 81-23 establishes procedures for Employee-Employer relations; and

WHEREAS, the Meyers-Millias-Brown Act of the State of California, commencing with Government Code Section 3500, requires certain procedures to be followed regarding Employee-Employer relations; and

WHEREAS, the Town Council has directed the Town Manager to meet and confer in good faith with members of the Town of Paradise Police Officers Association, and they have so met.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Paradise as follows:

Section 1. That the attached Memorandum of Understanding (MOU) between the Town of Paradise and the Town of Paradise Police Officers Association is approved for execution by the Town Manager.

Section 2. Furthermore, the Town Manager is hereby authorized to make appropriate adjustments to the Town's annual budget, including implementation of necessary administrative changes as may be required, to implement the terms and conditions set forth in the MOU.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 14th day of June, 2016.

AYES:	Greg Bolin, Steve "Woody" Culleton, Scott Lotter, John J. Rawlings and Jody Jones, Mayor
NOES:	None
ABSENT:	None
NOT VOTING:	None

[redacted]
Jody Jones, Mayor

ATTEST: June 14, 2016

By: [redacted]
Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

[redacted]
Dwight L. Moore, Town Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE TOWN OF PARADISE

AND

PARADISE POLICE OFFICERS ASSOCIATION

JULY 1, 2016 THROUGH JUNE 30, 2019

ADOPTED BY TOWN COUNCIL JUNE 14, 2016

RESOLUTION NUMBER 16-27

Contents

ARTICLE I. OPENING 5

Section 1.01 PREAMBLE 5

Section 1.02 NO DISCRIMINATION 5

Section 1.03 RECOGNITION 5

Section 1.04 ASSOCIATION SECURITY 5

ARTICLE II. WAGES & HOURS 7

Section 2.01 SALARIES 7

Section 2.02 HOURS OF WORK 7

Section 2.03 OVERTIME & COMPENSATORY TIME OFF 8

Section 2.04 COURT OVERTIME 9

Section 2.05 CALL BACK/CALL OUT 10

Section 2.06 LONGEVITY PAY 10

Section 2.07 EDUCATION & POST CERTIFICATE PAY 10

Section 2.08 OUT OF CLASSIFICATION PAY 11

Section 2.09 INVESTIGATOR SPECIALTY PAY 11

Section 2.10 INVESTIGATION CALL BACK/CALL OUT 11

Section 2.11 SHIFT DIFFERENTIAL PAY 12

Section 2.12 SHIFT CHANGE 12

Section 2.13 FTO TRAINING PAY 12

Section 2.14 CANINE CARE AND MAINTENANCE PAY 13

Section 2.15 UNIFORM ALLOWANCE 13

Section 2.16 GYM REIMBURSEMENT 14

ARTICLE III. PAID LEAVES 15

Section 3.01	RECOGNIZED HOLIDAYS	15
Section 3.02	SICK LEAVE	15
Section 3.03	VACATION LEAVE	15
Section 3.04	BEREAVEMENT LEAVE	16
Section 3.05	FAMILY MEDICAL LEAVE	16
Section 3.06	MATERNITY LEAVE / PREGNANCY DISABILITY LEAVE	18
Section 3.07	NON-WORK RELATED JURY DUTY	18
Section 3.08	POLICE OFFICERS ASSOCIATION - COMP TIME BANK	18
ARTICLE IV.	INSURANCE BENEFITS	18
Section 4.01	MEDICAL PLAN	19
Section 4.02	DENTAL PLAN	19
Section 4.03	VISION PLAN	19
Section 4.04	DEFERRED COMPENSATION OPTION	19
Section 4.05	DISABILITY INSURANCE COVERAGE	20
Section 4.06	LIFE INSURANCE	20
Section 4.07	INDUSTRIAL INJURY PROVISIONS	20
Section 4.08	INTERNAL REVENUE CODE SECTION 125 PLAN	20
Section 4.09	MAINTENANCE OF BENEFITS	21
Section 4.10	HEALTH PREMIUM CHANGE NOTICE	21
ARTICLE V.	RETIREMENT BENEFITS	21
Section 5.01	RETIREMENT PLAN	21
Section 5.02	RETIREE MEDICAL PLAN	22
ARTICLE VI.	OTHER BENEFITS	23
Section 6.01	TUITION & BOOKS REIMBURSEMENT	23

ARTICLE VII. SAFETY & PERSONNEL 23

Section 7.01 PROBATIONARY PERIOD 23

Section 7.02 APPLICATION OF SALARY RATES 23

Section 7.03 PROMOTIONS AND APPOINTMENTS 24

Section 7.04 ADVANCEMENT WITHIN SALARY RANGE 24

Section 7.05 EMPLOYEE DISCIPLINE AND PROCEDURE 24

Section 7.06 GRIEVANCE PROCEDURE 26

Section 7.07 SENIORITY AND REDUCTION IN FORCE 29

ARTICLE VIII. CLOSING 30

Section 8.01 SAVINGS CLAUSE 30

Section 8.02 SCOPE OF AGREEMENT 30

Section 8.03 TERM 31

Article I. OPENING

Section 1.01 PREAMBLE

Pursuant to the Meyer-Milias-Brown Act and the Town of Paradise Employee-Employer Relations Resolution, this Memorandum of Understanding has been entered into by the Town of Paradise, hereinafter referred to as the "Town", and the Paradise Police Officers Association, hereinafter referred to as the "Association". The purpose of the Memorandum of Understanding is the promotion of harmonious relations between the Town and the Association, the establishment of equitable procedures for the peaceful resolution of differences, and the establishment of rates of compensation, hours of work, and other matters relating to employment conditions to be observed by the parties.

Section 1.02 NO DISCRIMINATION

There shall be no discrimination because of race, creed, color, national origin, sex, disability, age, or legitimate Association activities against any employee or applicant for employment by the Town or by anyone employed by the Town; and to the extent prohibited by applicable state and federal law.

Section 1.03 RECOGNITION

The Paradise Police Officers' Association is recognized as the sole and exclusive representative of employees in the non-management bargaining unit of the Paradise Police Department (Department), consisting of the classifications liked in Exhibit A, certified pursuant to the Employee-Employer Relation Code adopted by the Town Council on May 6, 1981. Town agrees to meet and consult with the Association in connection therewith.

Employer Rights and Responsibilities. Employer retains, solely and exclusively, all of the rights, powers, and authority exercised or held prior to the execution of this Memorandum of Understanding, except as expressly limited by law or this Memorandum of Understanding. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by Employer include but are not limited to the following:

To manage, control and determine business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to direct the work force; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to determine the type and scope of work to be performed by Employer's employees and the services to be provided; to classify positions; to establish initial salaries of new classifications; to determine the methods, processes, means and places of providing services; to reduce the work force.

Section 1.04 ASSOCIATION SECURITY

Employees represented by the Association shall be free to participate in Association activities without interference, intimidation or discrimination in accordance with State law and Town policies, rules and regulations. The Association and employee rights include:

A. The right to represent its members before the Town Council or advisory boards or commissions with regard to wages, hours, and working conditions or other matters within the scope of representation.

B. The right to be giving reasonable written notice of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation.

C. The Town agrees that two (2) employee representatives of the Association are entitled to reasonable time off without loss of compensation or other benefits when meeting and conferring with management representatives on matters of employer-employee relations, or when engaged in activities that the parties mutually agree are in the shared interest of more harmonious relations on matters within the scope of representation. Such employee representatives shall be permitted relief from "active duty" for the full shift on any day when meeting and conferring with the Town negotiator occurs. Should a police emergency arise or any scheduled meet and confer session be canceled for any reason, employee representatives will report for "active duty" as needed. Each party shall give notification of any cancellation of a meet and confer session as soon as practicable. Employee representatives who are scheduled other that the day shift, shall, when shift coverage is required by the Chief, arrange through the Association with concurrence of the Chief or a designated representative, a volunteer to shift swap with the employee representative. In the event to volunteer is available, the Chief may assign any employee to cover the required shift. In such instances, all shift change time notices and premiums set forth in the Agreement are waived.

D. The right to have payroll deductions made for payments of organization dues and for lawful programs.

E. The right to the use of designated bulletin boards by the Association in each building or facility where employees represented by the Association are assigned as approved by the Chief of Police.

F. The use of Town facilities for Association activities providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use as are applicable to the general public. The Town Council or its designated representative will make copies of their agenda and related material available.

G. Reasonable access to employee work locations for officers of the Association and their officially designated representatives, for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. The Association representative shall give prior notice to the Chief, or if unavailable, to the watch commander, of his/her intent to contact a worker on duty. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements as approved by the Chief of Police.

H. It is acknowledged that nothing contained in this agreement is a waiver by the Association of its right to meet and confer on any proposed changes by the Town of any matter(s) relating to wages, hours, and other terms and conditions of employment, not included in this agreement.

Article II. WAGES & HOURS

Section 2.01 SALARIES

Rates of pay. The monthly salary range and effective date for each classification, including steps, shall be as shown on Exhibit A attached hereto and incorporated as an integral part of the Memorandum of Understanding.

A. Effective the first full pay period following July 1, 2016 (July 11, 2016), all employee unit members shall receive a 3% increase to the salary pay plan schedule.
B. Effective the first full pay period following July 1, 2017 (July 10, 2017), all employee unit members shall receive a 3% increase to the salary pay plan schedule.
C. Effective the first full pay period following July 1, 2018 (July 09, 2018), all employee unit members shall receive a 3% increase to the salary pay plan schedule.

Section 2.02 HOURS OF WORK

The standard work-week for employees covered under this agreement consists of forty (40) hours.

A. Work Week:
    1. A work week shall consist of five (5) consecutive work days and two (2) consecutive days off, except for probationary employees participating in a Field Training Officer program. Any alteration of the work-week shall be by mutual agreement of the employee and management.
    2. Effective May 19, 2003 the Town and the POA established a 3/12.5 schedule in a 28 day work period 7(k) exemption, for Public Safety positions as defined by FLSA, for the purpose of calculating federal Department of Labor Fair Labor Standards Act (FLSA) overtime. Regular pay of 160 hours worked (75 hours one biweekly pay period, 85 hours the second biweekly pay period or vice versa) within the 28 day work period will be paid in two equal paychecks of 80 hours each.
    3. The standard work schedule for police officers assigned to patrol shall consist of three consecutive weeks of 37.5 hours each and one week of 47.5 hours, within a 28 day work period. The standard work schedule for Sergeants assigned to patrol shall be a four (4) day, ten (10) hour weekly schedule.
    4. A police officer's work week shall consist of three (3) consecutive work days and four (4) consecutive days off. Every 4th week a work week shall consist of three (3) consecutive work days and 1 training day. The exception shall be for probationary employees participating in a Field Training Program. Any alteration of the work week shall be by mutual agreement of the employee and management.
    5. 12.5 hour example: This schedule has 3 shifts 12.5 hours long followed by 4 days off and consists of day shift personnel and night shift personnel. This schedule has positions, a 10 hour training day per month with no overtime compensation required, but does not have a team concept. Day shift would begin at 0600 hours and conclude at 1830 hours, with a half-hour overlap with night shift: (1800-1830). Night shift would begin at 1800 hours and conclude at 0630 hours, with a half-hour overlap with day shift (0600-0630).

At the end of the second pay period, each officer would have to compensate the Town of Paradise for 10 hours of time to complete the 160 hours required for two pay periods. Therefore, these 10 hours could be used for a training day. To train the entire patrol division, there would have to be two different training days.

*The math is as follows:

1st week 3 shifts x 12.5 hrs = 37.5
2nd week 3 shifts x 12.5 hrs = 37.5
3rd week 3 shifts x 12.5 hrs = 37.5
4th week 3 shifts x 12.5 hrs = 37.5 = 150 hours for four week pay period
150+ 10 hour training day = 160 hours for four week pay period.

*This would require a minimum of 15 personnel to work without overtime compensation to back fill.

6. Sworn employees assigned other than patrol may be assigned to a 4/10 or 9/80 work schedule.
7. The work-week for the Communication Records Supervisor and Public Safety Dispatcher shall be the four/ten (4/10) program. Specialized Public Safety Dispatcher positions may require a five-day/eight-hour (5 day/8 hour) per day work-week schedule. Any alteration of the work-week shall be by mutual agreement of the employee and management.

B. Work Day. A normal work day shall consist of eight (8), nine (9), ten (10), twelve (12) or twelve and one half (12 1/2) consecutive hours, within which is included a reasonable lunch period, normally thirty (30) minutes, unless otherwise provided herein.

1. Employees may or may not receive consecutive days off during a week in which employees rotate shifts on a department-wide basis. However, except for probationary employees participating in a Field Training Officer program, such shift rotation shall be no more than three (3) times yearly, unless otherwise agreed upon by the Association and the Chief of Police. At rotation, no employee shall be required to work two (2) shifts with less than eight (8) hours between shifts.
2. All paid leave taken during a work week/day shall be computed as time worked for the purpose of computing overtime in accordance with Article II, Section2.02 of this agreement.
3. Overtime shall be paid at the rate of time and one half the prevailing rate of pay for an employee required to work in excess of 12.5 hours per shift on a normal work day, in excess of 8 hours per shift on a normal work day, in excess of 10 hours per shift or on a 10 hour normal training day, in excess of 8 hours per shift on an 8 hour training day, in excess of 12 hours for a normal work day, and for 7(k) exempt employees in excess of 160 hours in a 28 day work period.

Section 2.03 OVERTIME & COMPENSATORY TIME OFF

A. The Town shall pay an amount equal to one and one-half (1 1/2) times the hourly rate of pay for an employee required to work in excess of eight (8) hours per shift on a five/eight (5/8) shift schedule or in excess of ten (10) hours per shift on a four/ten (4/10) shift schedule, or

to work in excess of twelve (12) hours per shift on an alternating three days per week/four days per week 12 hours per day shift schedule, or more than forty (40) hours per work week. Note: for the 12.5 hour shift schedule refer to Article II, Section 2.02.A.1.

B. For the purpose of computing time worked in this article, all paid leave taken during the work week shall be computed as time worked. All overtime shall be authorized only when in the opinion of the Police Chief it is necessary for the safe and effective operation of the Department. The Department shall make a reasonable effort to find volunteers to work overtime before requiring an employee to report for overtime duty. To the extent operationally feasible, ordered overtime shall be assigned on an equitable basis among employees qualified to perform such overtime. It is further agreed that employees may accumulate up to a total of two hundred and forty (240) hours of compensatory time off. All overtime earned in excess of the maximum accrual shall be automatically paid as provided herein.

    1. All employee unit members shall be allowed to cash in up to $3,000 of accrued compensatory time off once per year. Requests must be received by May 31st, to be paid in the month of June.
    2. Compensatory time off bank shall be paid out in full at the time of promotion from a non-exempt position to an exempt position, or other movement out of the Association.

Section 2.04 COURT OVERTIME

A. It is agreed that employees required to appear in court or any official hearing, civil or criminal, in connection with their duties and as a result of a Paradise Police Department Criminal investigation, arrest and/or citation, response to a request for service or self-initiated act while employed by the Town of Paradise and within the scope of his/her normal employment shall receive overtime compensation

B. pursuant to this Article, except that such employees shall receive a minimum of four (4) hours overtime for each appearance (not contiguous) that is not part of his/her normal work shift. When the required court appearance is scheduled within two (2) hours before or after the regularly scheduled normal work shift, the four (4) hour minimum will not apply.

C. Employees hired on or prior to March 31, 1984, who are required to appear as specified in Article II, Section 2.04.A-D., but as a result of being employed with a prior law enforcement agency shall be compensated in accordance with this section except that an appearance required for a Civil action, administrative hearing or other actions as further defined in Article II, Section 2.04.E., will be compensated according to Article II, Section 2.04.E.

D. Employees hired after March 31, 1984, who are required to appear as a result of being employed with a prior law enforcement agency, shall not be compensated according to Article II, Section 2.04.A-D. for criminal court appearance but will be compensated according to Article II, Section 2.04.E. for a Criminal or Civil court appearance or administrative hearing or action as further defined in Article II, Section 2.05.

E. Exception to Article II, Section 2.04.A-E. Criminal Subpoena

1. When a member of the Department is required to appear for a court appearance or any Civil action as defined below by a foreign jurisdiction and as a result of prior law enforcement employment he/she shall notify the Chief of Police of such required appearance as soon as is practical. Upon being advised, the Chief of Police or his designee shall, as soon as is practical, modify, if necessary, the employee's schedule to place him/her on such a shift that would permit the employee to appear during an on-duty status. Compensation will be made for travel time, stand by time, and for time actually spent in Court or hearing up to a maximum of eight (8) hours per day of straight time pay. The Town agrees to furnish the employee with a Town vehicle and supply such needed fuel, if the foreign jurisdiction will not furnish transportation.
2. Civil Actions Defined. A civil action is defined as any hearing arising out of a lawsuit that results from an action in the scope of employment as a member of a law enforcement agency where the employee is the defendant or witness. Administrative Hearings listed below that result from an action in the Scope of employment as a member of a prior law enforcement agency, including but not limited to: DMV hearing, ABC hearing, Coroner's inquest, and internal affairs hearings.

Section 2.05 CALL BACK/CALL OUT

Employees represented by the Association who are required to return to work after completion of a shift, prior to the beginning of the next shift, or on a day off, shall receive overtime as provided in this article, except that such employees shall receive a minimum of four (4) hours overtime for each occurrence. When the call out is one (1) hour or less prior to the normal shift, no minimum shall apply. The four (4) hour call back provision shall not apply to departmental meetings for all personnel provided that such meetings are scheduled at least two (2) weeks in advance, and that the number of departmental meetings will be limited to no more than three (3) per year. It is understood that where an employee works or attends a meeting outside his/her regularly scheduled normal work shift, overtime compensation, where appropriate, will be made whether or not the four (4) hour minimum applies.

Section 2.06 LONGEVITY PAY

The Town will provide a longevity pay program for employees who qualify, with the following amounts:

A. Ten Years. An amount equal to two and one-half percent (2.5%) of salary at the employee's anniversary for ten (10) years of service.
B. Fifteen Years. An additional amount equal to two and one-half percent (2.5%) for a total of five (5.0%) of salary at the employee's anniversary for fifteen (15) years of service.
C. Twenty Years. Effective November 22, 2010, an additional amount equal to two and one-half percent (2.5%) for a total of seven and one half (7.5%) of salary at the employee's anniversary for twenty (20) years of service.

Section 2.07 EDUCATION & POST CERTIFICATE PAY

The Town agrees to add to the monthly base pay of each employee who qualifies for the following amount as school incentive pay and POST certificate pay:

A. School Incentive Pay for Sworn and Non-Sworn Employees.

Effective the first full pay period following November 1, 2009 , a base amount of forty dollars ($40.00) per month will be established if employee has some community college units completed. An additional one dollar ($1.00) per month for each unit of the community college or college level classes successfully completed up to a maximum of ninety (90) units.

B. Post Certificate Pay for Employees.
    1. Until February 29, 2012, Fifty-five dollars ($55.00) per month for having been awarded an intermediate certificate from the Commission of Peace Officer Standards and Training of California. Thereafter, effective March 1, 2012 a 2.5% incentive of salary pay plan will be paid for having an intermediate certificate from the Commission of Peace Officer Standards and Training of California.
    2. Until February 29, 2012, an additional thirty dollars ($30.00) per month for having been awarded an advanced certificate from the Commission on Peace Officer Standards and Training of California. Thereafter, effective March 1, 2012 an additional 2.5% incentive of salary pay plan will be paid for having an advanced certificate from the Commission of Peace Officer Standards and Training of California, up to a total of 5%.

Section 2.08 OUT OF CLASSIFICATION PAY

Any employee temporarily holding a position in a higher classification or as an "officer in charge/shift supervisor" shall be granted additional compensation for all time worked in a position when assigned such duty. The compensation rate shall be five percent (5%) of the employee's regular hourly rate of pay in the salary pay plan.

Employees who possess certifications for the specialty assigned may not unreasonably refuse to perform when ordered. Refusal to perform may be basis for disciplinary action. It is intended, that to the extent feasible, considering the needs of the Department, that assignments be made on an equitable basis from among the certified employees

Section 2.09 INVESTIGATOR SPECIALTY PAY

Effective the first pay period following Council approval, employees covered under this Memorandum of Understanding who are assigned to the Investigation's unit, including but not limited to the Investigation Sergeant, Investigator, SRO, and BINTF shall receive additional pay. The amount of additional pay shall be five percent (5%) of the employee's regular hourly rate of pay for his or her position in the salary pay plan at the time of assignment.

Section 2.10 INVESTIGATION CALL BACK/CALL OUT

A. Requirements. In order for an employee to become eligible for standby pay, the employee must be assigned to standby status by the Police Chief to qualify for standby status. The employee shall be required to do all of the following:
    1. Review the projected standby assignment schedule within the deadlines established by the Police Department;
    2. Wear a Town provided cell phone during standby assignment;
    3. Contacts the department/dispatch and responds to the callback location within the time period established by the Police Chief;

4. Responds promptly to callbacks during scheduled standby time unless the employee has notified the department of the name of another qualified employee who will respond;
5. Refrains from activities that impair the employee's ability to perform assigned duties;
6. Accept the applicable standby pay as referred to in Article II, Section 2.09 as full consideration for any inconvenience the standby assignment may pose;

B. Callback from Standby. Any employee, when called back to duty from standby status, shall be compensated for the hours worked at one and one half (1 1/2) times the equivalent hourly rate of his or her regular salary. The minimum for each callback from standby duty shall be two (2) hour.

C. Pay for Callback While Not on Standby. An employee of the Police Department not on standby status who is called back to work shall be credited with a minimum of four (4) hours of time worked as defined in Article II, Section 2.05.

Section 2.11 SHIFT DIFFERENTIAL PAY

Employees shall receive shift differential pay of their hourly rate in the salary pay plan for their position at the time the differential is earned. If an employee is scheduled to swing or graveyard they will receive that differential for pay during all other hours in that pay period.

Following are shifts represented for non-sworn:

Days (0%) :	0500 – 1500 (5:00 am to 3:00 pm)
	0900 – 1900 (9:00 am to 7:00 pm)
Swing (5%):	1500 – 0100 (3:00 pm to 1:00 am)
	0900 – 1900 (2 shifts) & 1500 – 0100 (2 shifts)
Graveyard (7.5%):	1900 – 0500 (7:00 pm to 5:00 am)
	1500 – 0100 (1 shift) & 1900 – 0500 (3 shifts)

Following are shifts represented for sworn:

Days (0%):	0600 – 1830 (6:00 am to 6:30 pm)
	0700 – 1700 (7:00 am to 5:00 pm)
Graveyard (7.5%):	1800 – 0630 (6:00 pm to 6:30 am)

An employee assigned to day shift that is called in or held over, must work at least 4 or more hours of swing or graveyard to receive the shift differential. Shift differential will be paid based on shift assignment including paid leave and training. In the event the Town or the Association wishes to change the shift schedule above parties agree to meet and confer regarding the applicability of shift differential to the new shift schedule.

Section 2.12 SHIFT CHANGE

It is agreed that, except for probationary employees participating in a Field Training Officer program, any required change in the days and hours of the regular work schedule of an employee covered by this agreement shall entitle the employee to overtime compensation at the rate of time and one-half for any hours outside his/her work schedule unless the Town has given the employee seven (7) calendar days notice of such change.

Section 2.13 FTO TRAINING PAY

Employees covered under this Memorandum of Understanding who are assigned to perform work in the position of Trainer shall receive additional pay while actually performing said duties in the

amount of five percent (5%) of their own regular hourly rate of pay for their position in the salary pay plan at the time they perform the duties.

Employees who possess certifications for the specialty assigned may not unreasonably refuse to perform when ordered. Refusal to perform may be basis for disciplinary action. It is intended, that to the extent feasible, considering the needs of the Department, that assignments be made on an equitable basis from among the certified employees.

Section 2.14 CANINE CARE AND MAINTENANCE PAY

A. Eligibility. Employees shall be eligible for canine care and maintenance pay only as defined in this section for time they work feeding, grooming and exercising the dog, as well as for hours worked cleaning kennels and performing other duties related to care of the assigned dog. The establishment of a separate rate for these distinct duties shall constitute establishment of a separate job with a separate pay rate as is provided in 29 C.F.R. Section 778.419, which establishes regulations for implementation of the Federal Fair Labor Standard Act. Employees shall continue to receive their regular rate which has been established for their work as Police Officer and shall receive time and one-half (1-1/2) for overtime as is provided for in the current MOU between the Town and the Association for their non-canine care and maintenance hours. Hours worked in the separate canine care and maintenance duties shall not create eligibility for overtime for non-canine work hours. The employee's primary assignment will remain as Police Officer, and those work hours shall constitute their first forty (40) hours per week.

B. Pay. Effective January 1, 2002, pay for such work shall be as the adopted California or federal minimum wage, whichever is higher. Because an employee's hours worked in canine care and maintenance typically result in total time worked in excess of forty (40) hours per week, employee will typically be paid at the overtime rate of one and one-half (1-1 /2) times the applicable canine care and maintenance base pay rate per hour for such hours worked .

C. Assignment, Hours and Damage Limitations. Only those employees assigned as canine officers by the Chief of Police shall be eligible for canine care and maintenance pay. Canine care and maintenance pay shall terminate as soon as the dog is removed from the employee's care. The Chief of Police's decision to remove an employee from assignment for normal operational reasons shall be final and not subject to appeal. Total hours worked providing care and maintenance and related work under this provision shall not exceed forty (40) minutes [two-thirds (2/3) of an hour] per day without specific approval of the employee's supervisor. Such work shall typically be performed at the employee's home. There shall be no compensation for any other hours of incidental contact, travel time or for damage the dog may cause at the employee's home.

Section 2.15 UNIFORM ALLOWANCE

A. Effective July 1, 2007, the amount of uniform allowance for sworn employees shall be nine hundred and thirty dollars ($930.00) and six hundred and eighty- two dollars ($682.00) for non-sworn employees per year.

B. Effective July 1, 2009, the above uniform allowance shall be paid in twenty-four (24) equal increments throughout the year.

C. Effective immediately, new hire employees shall be allowed to purchase on the Town's account up to their maximum for a new uniform for their position as listed above for sworn and non-sworn.

D. This allowance is to be applied toward the cost of uniform and equipment maintenance expenses and replacement of uniforms due to normal wear. The Town agrees to replace uniforms and equipment of employees represented by the Association that are damaged during duty hours, provided that such damage is not as a result of gross negligence, or while stored at a Town facility upon the approval of the Chief of Police. Replacement shall be of like kind to that being replaced.

E. Safety Equipment. The Town agrees to provide the following protective equipment to sworn employees which shall remain the property of the Town:

Rain Gear	Soft Wear Vest	Helmet & Face Shield
Baton	Flashlight	Firearm and Ammunition
Chemical agent & Holder	Complete Leather Gear	Handcuffs
Electronic Control Device		

F. SRT Equipment. In addition to the items set forth above, the members assigned to the SRT will receive the following equipment which shall remain property of the Town:

1. Uniform (pants, Shirt, Hat, Jacket) Footwear (as specified by the Town)
   Tactical Equipment Vest
2. Miscellaneous Equipment:

Pen Light	Dog Spray
Equipment Storage Bag	Mechanics Mirror

3. Rappelling Equipment:

Carabineer	Leather Gloves
Swiss Seat	Rope
Hobbs Hook	

4. Miscellaneous Tools As Needed:

Wire Cutters	Door Stops

G. Employees assigned any Town equipment are expected to agree to utilize due care for such equipment. (All safety equipment for SRT will be in accordance with Town specifications). In addition, Town agrees to purchase, at cost, listed items previously purchased by team members based on detailed accounting of purchases to be provided by Association and approved by the Police Chief.

Section 2.16 GYM REIMBURSEMENT

The Town will provide a gym reimbursement of $90 per quarter for employees who attend the gym at least 13 times in a quarter to begin January 1, 2009. Employee shall submit proof of such attendance to be eligible for reimbursement.

Article III. PAID LEAVES

Section 3.01 RECOGNIZED HOLIDAYS

It is agreed that all full-time regular employees represented by the Association shall be paid for thirteen (13) holidays per year, in lieu of a day off.

A. Recognized holidays are: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Admission Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, and Christmas Day, a floating holiday, and any other day proclaimed by the president and/or governor as a public holiday, day of mourning or day of thanksgiving that is applicable to local governmental agency employees.

B. Rate of Pay. Effective January 1, 2009 holiday pay will be paid out in equal increments throughout the 26 bi-weekly checks in a calendar year.

Section 3.02 SICK LEAVE

A. Sick Leave Accrual. Paid sick leave shall accrue as follows:
   1. Eight (8) hours per month for full-time employees.
   2. A regular part-time employee shall accrue sick leave with pay in proportion that his/her hours of service bear to full-time service.
   3. No sick leave credit shall be earned when an employee is on leave without pay.
   4. Effective November 1, 2012, sick leave may be accumulated to a maximum of one thousand forty (1 ,040) hours. No sick leave shall be earned beyond one thousand forty (1 ,040) hours. Employees with a sick leave balance over the new cap of 1,040 hours on November 1, 2012 shall have their balance grandfathered; provided, however, no new sick leave accumulation shall be earned over 1,040 hours by such employee.
   5. Sick leave with pay can only be granted by the approval of the Chief of Police, in the case of disabilities due to illness, injury or pregnancy.

B. Evidence of Illness. The Town may require evidence to determine the employee's fitness for return to duty at the Town's expense.

C. Holidays During Sick Leave. Observed holidays occurring during sick leave shall not be counted as a day of sick leave.

D. Sick Leave Pay. Employees hired before November 19, 2012, upon termination in good standing, with a minimum of five (5) years service, an employee will be paid for all unused sick leave accrued over twenty (20) days at one-half (1 /2) the employee's rate of pay up to a maximum of three thousand , seven hundred fifty dollars ($3,750.00). Employees hired after November 19, 2012 are not eligible for this payout.

E. Catastrophic Leave Donation. The Town and the unit agree to craft mutually agreeable language that details the definition of Catastrophic Leave Donation and guidelines for its use.

Section 3.03 VACATION LEAVE

A. Vacation Accrual. Each full-time regular and probationary employee represented by the Association shall accrue vacation leave with pay as follows :

1- 4 years of service	= 80 hours annually
5-9 years of service	= 120 hours annually

10-14 years of service	= 160 hours annually
15-19 years of service	= 184 hours annually
20-25 years of service	= 200 hours annually
26-30 years of service	= 216 hours annually

B. Use of Vacation. Vacation leave may be taken as it accrues following one year of service. The date of vacation leave may be selected by the employee on a seniority basis but shall be approved by the Chief of Police who shall consider the wishes of the employee and the needs of the department.

C. Maximum Accrual. At the beginning of each calendar year, employees are entitled to accumulate an amount equal to two years of vacation leave, as of December 31, of any year. This limit may be increased upon the recommendation of the Chief of Police and the approval of the Town Manager, provided, however, that any days in excess of the maximum accrual are taken off within the first six (6) months of the calendar year. Any increased vacation accrual must be used within six (6) months of approval. In addition, the employee may arrange with the Town Manager to withdraw up to one thousand dollars ($1 ,000) annually.

D. Vacation Cancellation. If a scheduled vacation is cancelled by the Department, the affected employee shall not suffer any loss of vacation or any other benefits. In the event that a previously scheduled and approved vacation is cancelled by the Department and the employee accrues vacation credit in excess of the maximum allowed, the excess credit shall be paid to the employee in the following pay period.

E. Length of Service. For the purpose of Article III, Section 3.03.B., seniority shall mean the number of years the employee has been employed in their current classification which is covered by this Memorandum of Understanding.

F. Pay For Vacation. Any employee who is about to terminate his/her employment, and who has unused vacation time on record , shall be paid the straight hourly equivalent based upon the applicable salary schedule for the time period involved for such vacation time in his/her final paycheck.

Section 3.04 BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee of the Town, bereavement leave with pay shall, upon request, be granted not to exceed three (3) regularly scheduled working days for each leave. For purposes of this provision, the immediate family shall be defined by the Town's Personnel Policies. The aforementioned bereavement leave shall not be deducted from or otherwise charted against member's sick leave or any other accrued leave or vacation.

Section 3.05 FAMILY MEDICAL LEAVE

A. The Town will comply with the provisions of the Family Medical Leave Act (FMLA), 29 C.F.R. Sec. 825.100 et seq. the California Family Rights Act (CFRA), Government Code Sec. 12945.2 and other related federal, state and local laws with regards to leaves of absence.

Family Medical Leave Act (FMLA) & California Family Rights Act (CFRA)

1. An employee shall be eligible for FMLA and CFRA leave only if the employee has worked for the Town at least twelve (12) months, including a minimum of one thousand, two hundred fifty (1,250) hours of paid service during the twelve (12) month period immediately preceding the leave.

2. Employees shall exhaust all accrued sick leave, vacation and compensation time off balances. An employee is entitled to use sick leave concurrently if the leave is for the employee's own serious health condition or the leave is needed to care for an FMLA/CFRA qualified family member and would otherwise be approved as sick leave.

3. Employees eligible for such leave may elect to take up to twelve (12) work weeks in a rolling 12 month period of leave for one of the following reasons:

    a) The birth of a child or to care for a newborn of the employee.
    b) The placement of a child with an employee in connection with the adoption or foster care of a child.
    c) Leave to care for a child, parent, spouse or domestic partner who has a serious health condition
    d) When the employee is unable to work because of his or her own serious medical condition.
    e) For a "qualifying exigency" arising out of the fact that an employee's spouse, child or parent is on active military duty or has been notified or an impending call or order to active duty in support of a contingency operation involving the U.S. Armed Forces.
    f) To care for a spouse, child, parent, or "next of kin" servicemember of the U.S. Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty (up to 26 work weeks to care for an injured service member).

4. The Town will continue to provide group health benefits and will pay the Town's share of the health plan premium during the leave. The employee is responsible for timely payment of his or her share of the premium.

5. The Town will reinstate the employee to the employee's previously held position or a substantially equivalent one if said position is not available. The employee, however, will lose reinstatement rights to such a position if the employee is unable to perform the essential functions of the job due to physical or mental condition under provisions of the Americans with Disabilities Act.

6. An employee on FMLA is equally subject to layoffs as are others continuously employed by the department.

7. The employee is required to give thirty (30) calendar days notice to the department head that a leave under the FMLA is being requested. If such an advance notice is not practical, the employee shall inform the department head of the need for leave as soon as possible.

8. Leaves shall be applied for in writing to the department head with accompanying documentation and verification by the appropriate medical provider. The request shall normally be initiated by the employee, but may be initiated by The Town.

The Town shall have the right to require that FMLA/CFRA leaves run concurrently.

Section 3.06 MATERNITY LEAVE / PREGNANCY DISABILITY LEAVE

An employee, pursuant to the California Fair Employment and Housing Act (FEHA), and in addition to the Family Medical Leave Act, Town personnel rules, and this Memorandum of Understanding, shall be granted maternity leave / Pregnancy Disability Leave of absence for disability related to pregnancy, not to exceed four (4) months in duration. Employees may utilize sick leave when appropriate, vacation, or CTO time during the four (4) month period. Any time not covered by paid leave shall be unpaid leave. Upon expiration of a maternity leave / Pregnancy Disability Leave, the employee will be returned to her former position.

Section 3.07 NON-WORK RELATED JURY DUTY

A. When an on-duty employee is subpoenaed to serve as a juror or witness in any court action, he/she shall be allowed leave for the time actually required for such service without loss of pay. However, the employee must return to work immediately after being excused from such service.
B. Each on-duty employee subpoenaed for such service shall present the subpoena calling him for such service to the Chief of Police for his examination.
C. Each on-duty employee called for such service shall notify his immediate supervisor as soon as possible to make arrangements for suitable replacement during the employee's absence.
D. Each on-duty employee shall receive his regular pay provided all jury or witness fees are remitted to the Town.
E. In the event an employee provides such service on scheduled days off, he/she may keep the fees received for such service.
F. Time served by an employee for such service shall not be counted towards the computation of overtime pay and the employee shall not receive overtime pay for participating in such service.

Section 3.08 POLICE OFFICERS ASSOCIATION - COMP TIME BANK

The Town agrees to a compensatory time off "bank" for Association members. This time will be used exclusively for Association matters relating to labor relations. The bank will be composed of assessments made in February of each year against members' individual comp time banks in an amount sufficient to replenish the Association bank to a level of 80 hours. If a member does not have sufficient comp time, it will be assessed as vacation. It is understood that the actual time off must be approved by the Chief of Police or his designee, who may only approve or disapprove leave based on staffing level considerations unless otherwise agreed to by both parties. The decision as to whether the hours may be appropriately deducted from the Association's bank is to be made by the Board of Directors of the Association.

Article IV. INSURANCE BENEFITS

Health Plan. The Town shall provide a health plan as provided below:

Section 4.01 MEDICAL PLAN

All employees must enroll in an available medical plan in accordance with PERS and Town regulations. The employee shall pay all administrative fees required by the PERS medical program. Effective following adoption of this Memorandum of Understanding or enrollment in the PERS medical program, the Town agrees to pay monthly premiums for a medical plan, up to, but not exceeding the following amounts.

	Town Share Cap
Employee	$ 504.15
Employee plus one	$1 ,008.29
Employee plus two or more	$1 ,310.79

Any premium cost for a medical plan exceeding the above Town Share Caps shall be paid by employees.

Section 4.02 DENTAL PLAN

Employees may choose to be covered under a Dental plan in accordance with the plan carrier and Town regulations. Effective December 1, 2007, the Town will share the cost of dental premiums at 80% (employer) – 20% (employee) ratio. The 80%-20% ratio would exist for each of the tiers (employee only, employee plus one, and employee plus family). The 80%-20% sharing will be effective for the period of this Memorandum of Understanding.

During the term of this Memorandum of Understanding, any increase in each calendar year relating to the dental plan premium below 10% will be shared 80%(employer)/20%(employee) . Any increase amount for the dental plan premium rate above 10% will be shared on a 50/50 basis.

Section 4.03 VISION PLAN

Employees may choose to be covered under a Vision plan in accordance with the plan carrier and Town regulations. The Town agrees to pay 80% of the premium for the vision plan.

Section 4.04 DEFERRED COMPENSATION OPTION

Employees may shift the Town cap set forth in Article VI, Section 4.01, of the employee only medical plan premiums, to a Town sponsored deferred compensation program (either ICMA or ING/Aetna) or receive that amount as pay-in-lieu subject to one of the following conditions:

A. An employee must submit proof of coverage under a plan, which must be a qualified medical plan as well as a signed health insurance waiver at that time.
B. An employee must provide proof of coverage under the employee's retired health plan, which must be a qualified medical plan as well as a signed health insurance waiver at that time. The Town reserves the right to verify information provided by an employee who has opted out for proof of coverage at any time.
C. Effective the first of the month following ratification, the maximum amount that can be deferred shall be limited to the amount the Town is contributing towards the "employee only" medical rate only.
D. The Town agrees to actively co-operate, within the constraints of the insurance carrier re-enrollment regulations, with any employee who desires to re-enroll in the health insurance plans to expedite any such enrollment.

Section 4.05 DISABILITY INSURANCE COVERAGE

A. The Town shall provide short-term disability coverage to employee's following a 30 day waiting period at 70% of salary up to maximum of 23 weeks of non-industrial injury or illness.

B. The Town shall provide long-term disability coverage which includes "own occupation" coverage for a period of three (3) years at sixty-seven percent (67%) of employee's salary after one hundred and eighty (180) days, up to a maximum of four thousand dollars ($4,000.00) per month. The coverage is for total disability coverage. Total disability is defined as "the inability to perform each of the main duties of your own occupation, due to injury and sickness." The "own occupation" applies to the first 24 months of your disability. Following this the definition of disability becomes the inability to perform any occupation for which you are reasonably fitted, based on your experience, education or training.

Section 4.06 LIFE INSURANCE

A. Town shall provide prepaid life insurance in an amount of one hundred thousand ($100,000) dollars for each full-time employee in the Bargaining Unit.

B. The Town will allow individual employees to pay, through payroll deduction or convert from their CTO accrual, such amounts as they choose to buy additional life insurance in ten thousand dollar ($10,000) increments, up to additional one hundred thousand dollar ($100,000) coverage.

Section 4.07 INDUSTRIAL INJURY PROVISIONS

For those sworn employees covered under the Town's PERS safety retirement plan, it is agreed that whenever an employee represented by the Association is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his/her duties, as determined by the Town's workers' compensation carrier and subject to the worker's compensation appeal process, he/she shall become entitled, regardless of his/her period of service with the Town, to a Labor code section 4850 paid leave of absence while so disabled without loss of salary or benefits, in lieu of temporary disability payments, if the claim is approved for the period of such disability but not exceeding one (1) year, or until such earlier date as he/she is retired on permanent disability. Salary and benefits provided under this section, although they may come from different sources, should not in any situation, exceed one hundred percent (100%) of the employee's salary and benefits at the time the employee becomes disabled. Pending approval of workers compensation claim, 4850 pay will be paid to employee for up to the first 30 days. If on the 31st day the claim is still not approved, employee's accruals will be utilized. If the claim is approved employee's accruals will be replenished. If the claim is denied, the Town will seek reimbursement from the employee for the paid 4850 pay received by the employee in the first 30 days.

Section 4.08 INTERNAL REVENUE CODE SECTION 125 PLAN

Employees in the POA have access to a full Internal Revenue Code Section (IRC) 125 Plan, including all health premiums, and the Flexible Spending Accounts; Healthcare Spending and Dependent Care Spending Accounts.

Section 4.09 MAINTENANCE OF BENEFITS

It is agreed that the current level of benefits in Sections 4.01-4.03 and 4.06 of this article will continue for the duration of this Agreement, unless changed by mutual agreement.

Section 4.10 HEALTH PREMIUM CHANGE NOTICE

The Town will provide immediate notice to the Association of any health premium rate changes that impact either Article VI, Section 4.01-4.03 or Section 4.06.

Article V. RETIREMENT BENEFITS

Section 5.01 RETIREMENT PLAN

A. The Town shall provide current public safety employees in the unit a retirement plan under PERS at three percent at age fifty (3%@50) formula for safety members and two percent at age fifty-five (2%@55) retirement for all miscellaneous employees in the unit. These first tier PERS plans shall also include:
    1. The one-year final compensation retirement benefit (Section 20042) for both public safety and miscellaneous employees.
    2. Military service credit (Section 21024) for both public safety and miscellaneous employees.
    3. Fourth level of 1959 Survivor Benefits (Section 21574) for both public safety and miscellaneous employees, while employed with the Town.

B. The Town shall provide public safety employees in the unit hired after January 1, 2011, a retirement plan under PERS of three percent at age fifty-five (3%@55) and shall provide miscellaneous employees in the unit hired after January 1, 2011, a retirement plan under PERS of two percent at age sixty (2%@60). These second tier PERS plans shall also include:
    1. The three year final compensation retirement benefit (Government Code Section 20037) for both public safety and miscellaneous employees.
    2. Military service credit (Section 21024) for both public safety and miscellaneous employees.
    3. Fourth level of 1959 Survivor Benefits (Section 21574) for both public safety and miscellaneous employees, while employed with the Town.

C. The Town and Association have agreed to a gradual implementation of employees paying their own member contributions towards their PERS retirement Plan as described below. Please refer to "Exhibit A" for corresponding salary pay plan.
    1. Effective the first full pay period following November 1, 2009 the miscellaneous employees in the unit shall pay three and one-half percent (3.5%) for the contribution rate pre-tax and the Town shall pay the remaining three and one-half percent (3.5%) of the contribution rate for the miscellaneous member retirement plan.
    2. Effective the first full pay period following November 1, 2010 the miscellaneous employees in the unit shall pay seven percent (7%) for the contribution rate pre-tax and the Town shall pay none of the contribution rate for the miscellaneous member retirement plan.

3. The Town shall provide the Public Employees Retirement System (PERS) 3% at 50 retirements for all safety employees in the unit. The PERS plan shall also include the fourth level of 1959 Survivor Benefits (Section 21574), while employed with the Town. Effective the first full pay period following November 1, 2009 the safety employees in the unit shall pay four and one-half percent (4.5%) for the contribution rate pre-tax and the Town shall pay the remaining four and one-half percent (4.5%) of the contribution rate for the safety member retirement plan.
4. Effective the first full pay period following November 1, 2010 the safety employees in the unit shall pay nine percent (9%) for the contribution rate pre-tax and the Town shall pay none of the contribution rate for the safety member retirement plan .
5. The Town will continue to provide the (reporting the value of) EPMC option paid by the Town under PERS regulations for both the public safety and miscellaneous employees in the unit by contributing half of the respective rate of 4.5% for safety and 3.5% for miscellaneous from the first full pay period following November 1, 2009. Following the first full pay period after November 1, 2010, the Town shall cease to provide this benefit as the EPMC will be paid by the employee in full at that time.

D. Such retirement plan may not be changed during the term of this agreement, except by the mutual consent of the Town and the Association. The Town agrees to explore the legality of allowing employee's share of PERS contribution to be tax deferred under IRS rules, and if legal to implement the IRS exemption concurrently with implementation of the PERS Retirement Plan.

E. The Town and Association agree to open negotiations on the question of Social Security and/or Medi-Care cost should the Federal government mandate changes in such programs on existing employees during the term of this Agreement.

F. The Public Employees Pension Reform Act of 2013 (PEPRA) adds a Third Tier to the Town's Retirement Benefits. All new members hired on or after January 1, 2013, shall be provided a Public Employees Retirement System (PERS) plan in accordance with PEPRA. Public Safety employees hired into this level shall be at the two point seven percent (2.7%) at age fifty-seven (57) years of age retirement plan. Miscellaneous employees shall be at the two percent (2%) at sixty-two (62) years of age retirement plan. This 2.7%@57 or 2%@62 PERS plan shall include a three (3) year final compensation averaging. Also set forth by PEPRA is the provision that employees in this benefit Tier shall pay fifty percent (50%) of the total normal cost rate.

Section 5.02 RETIREE MEDICAL PLAN

A. Employees retiring after enrollment shall be in accordance with PERS medical program regulations.

B. Employees of the Town, who, immediately upon termination, retire under the PERS retirement plan, and remain in the Town's medical plan, shall have a Town paid contribution toward their medical plan premium. The contribution shall be under the uneven contribution program in accordance with PERS medical program regulations. The employer's contribution for each annuitant shall be increased annually by five percent (5%) of the monthly contribution for employees, until such time as the contributions are equal; and that the contributions for employees and annuitants shall be in addition to those amounts contributed by the Public

Agency for administrative fees and to the Contingency Reserve Fund. Please reference Article III, Section 3.02.D-E. for information related to the retiree's potential ability to pay for his or her medical premiums using a portion of sick leave.

C. For the cost of the full premium plus 2%, dental and vision coverage are available through COBRA following retirement for up to 18-months for those employees and their families who are covered under those plans at the time of retirement.

D. In addition, accumulated sick leave at time of retirement not used for any other purpose may be converted to paid medical plan premiums until the value is exhausted or the retiree reaches 65 or the spouse or surviving spouse reaches 65. The rate of sick leave conversion shall be fifty percent (50%) of the regular daily rate that the employee was receiving at retirement.

Article VI. OTHER BENEFITS

Section 6.01 TUITION & BOOKS REIMBURSEMENT

The parties agree to establish a tuition & books reimbursement program to be jointly administered by representatives of the Association and the Town.

A. Eligible employees must be full-time or part-time benefited employees. The annual expenditures for this purpose shall not exceed $550 per student per fiscal year.

B. Reimbursement to an individual shall be fifty (50%) percent of actual costs for tuition and textbooks.

C. Before reimbursement is given, the employee must submit evidence that a grade of "C" or better has been earned in the course.

D. The courses approved must be taken on the employee's own time.

Article VII. SAFETY & PERSONNEL

Section 7.01 PROBATIONARY PERIOD

It is agreed that the probationary period for new employees, lateral entries and in-house promotions shall be:

New hire employee:	18 mos. satisfactory service
Lateral Entry:	12 mos. satisfactory service
In-House Promotion:	12 mos. satisfactory service

Failure to pass probation is considered part of the testing process and not a demotion or disciplinary action. The Police Chief is authorized to extend probation up to six (6) months, if necessary. Probationary employees shall be evaluated at the end of one years' service and if that service has been performed satisfactorily, then they shall be entitled to a merit increase although they will still be on probation for an additional six months.

Section 7.02 APPLICATION OF SALARY RATES

Employees shall be assigned a salary within the range established for the appropriate position. The minimum rate generally should be assigned to employees upon original appointment; however, the

Town may, when circumstances warrant it appoint, reinstate or promote at other than the minimum rate, but not more than the maximum rate.

Section 7.03 PROMOTIONS AND APPOINTMENTS

The Town and the Association agree that it is in the best interest of the Town and the employees within the Department to provide a career ladder within the Department. It is also a policy of the Town that when promotional opportunities arise, full consideration will be given to eligible employees from within the Department. Employee positions in this MOU shall be filled from among the top five (5) qualified and available candidates on an eligibility list developed under the provisions of the Town's Personnel Rules.

Section 7.04 ADVANCEMENT WITHIN SALARY RANGE

Salary advances shall be only at the recommendation of the Chief of Police with approval of the Town Manager whose decision is final and shall be based on merit as established by record of the employee's performance. No salary advancement shall be made so as to exceed any maximum rate established in the Salary Pay Plan for the employee's position nor be automatic merely upon completion of a specified period of service.

Continued satisfactory performance is required to maintain any salary increases above the initial increase. Where an employee is reduced in salary for disciplinary reasons or for not maintaining satisfactory performance, such action is subject to the grievance procedure. Performance evaluation may be more frequent than the twelve (12) month interval, but only those evaluations which have been designated as "salary review" performance evaluations and which have been approved by the Chief of Police will be utilized to advance an employee through the salary range.

Section 7.05 EMPLOYEE DISCIPLINE AND PROCEDURE

Employees covered under this MOU shall be disciplined under the Paradise Police Department Policy Manual.

A. Basis for Discipline. The tenure of every employee holding a probationary or permanent appointment in the classified service shall be during good behavior and fit and efficient service. Any employee may be disciplined; including discharged, suspended, or reduced in rank or compensation for good cause. For purposes of this section, good cause is defined as the following:
    1. Discourteous treatment of the public or fellow employees while on duty.
    2. Incompetence or inefficiency
    3. Insubordination or willful disobedience of an article of this agreement or a direct order of a supervisor regarding official conduct.
    4. Gross and/or willful neglect of duty
    5. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment
    6. Mental or physical incapacity
    7. Abuse, damage to or waste of public equipment, property, or supplies due to gross negligence or willful acts, while on duty.

8. Being at work under the influence of liquor or drugs, or carrying onto the Town premises liquor or drugs or consuming or using liquor or drugs during work hours and/or Town premises. An employee shall not be subject to discipline for taking medications as prescribed by his/her physician or utilizing said liquor or drugs if ordered to do so in the performance of his/her duties. Provided, however, such employee shall advise the Police Chief or designee of any side effects the prescription drugs may create which may adversely affect the employee's ability to carry out his or her normal duties. Failure to provide such notice may be grounds for discipline.
9. Willful falsification of any records.
10. Conviction of a crime, the nature of which as a direct bearing on continued employment.
11. Any other failure of good behavior that has been demonstrated to have impaired the effectiveness of the employee in rendering services to the Town.
    Conduct of an employee represented by the Association, for acts other than those narrowly related to the performance of official duties or as defined in Article VII, Section 7.05.A.10., shall not be the subject of any disciplinary action or any form of discrimination against an employee.
12. Absence without leave.

B. Policy. Prior to the discharge, demotion or reduction in salary for disciplinary purpose, or suspension of any regular permanent employee pursuant to provisions of this agreement, the following procedure shall be complied with:
    1. Written Notice. Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include statement of the reason(s) for the proposed action and the charge(s) being considered.
    2. Reserve
    3. Employee Response. Within five (5) calendar days after the receipt of a notice of disciplinary action, an employee shall have the right to review the documents and materials upon which the disciplinary action is based, receive copies of such documents and materials upon request, to respond verbally or in writing, or both, to the Chief of Police concerning the proposed disciplinary action and to be represented to such review by a representative of the employee's choice.
    4. Temporary Leave with Pay. Notwithstanding the provisions of this Article, the Chief of Police may approve the temporary assignment of an employee to a status of leave with pay pending conduct or completion of such investigations or hearing as may be required to determine if disciplinary action is to be taken.
    5. In the above procedure, the employee may be represented by a representative of his/her choice.

C. Investigative Procedures. Any investigation of a compliant of misconduct, or for any other reason, against any employee represented by the Association, shall be in strict adherence to the provisions of Government Code Section 3300, et seq.

D. Citizen Complaints. The Town and the Association agree that it is in the interest of the Town, citizens of the Town of Paradise, and members of the Association that citizen complaints be

investigated promptly and resolved with all due dispatch. In order to accomplish prompt resolution of citizen complaints, it is agreed that:

1. All complaints shall be in writing on a form provided by the Department whenever possible. All complaints shall be investigated, whether written or not.
2. Findings will be made on citizen complaint within sixty (60) days of the date the complaint is received. The Chief of Police will take such actions as are within his power within said sixty (60) days whenever possible. This time limit may be extended by mutual agreement and after disclosure is provided to the involved parties.

E. Appeal. An employee covered by this agreement may appeal such discipline, discharge, suspension or demotion to the grievance procedure in accordance with Article VII, Section 7.06 of this Agreement.

Section 7.06 GRIEVANCE PROCEDURE

A. Purpose. The purpose of this article is to:

1. Promote improved employer-employee relations by establishing grievance procedures.
2. Afford employees individually or through their certified employee organization a systematic means of resolving grievances.
3. Provide that every effort shall be made to resolve grievances as near as possible to the point of origin.
4. Provide the opportunity for grievances to be settled in an informal manner.

B. Definition. A grievance is any dispute concerning the interpretation or application of this agreement or of rules or regulations governing personnel practices or working conditions of the Town or Police Department, or of the practical consequences of a Town rights decision on wages, hours and other terms and conditions of employment, or a dispute which involves disciplinary action specified in Article VII, Section 7.05 of this Agreement.

C. Procedure.

1. Step 1. An employee may represent the grievance orally, either directly or through his Association representative, to the immediate supervisor within fourteen (14) calendar days following the event or events on which the grievance is based. The immediate supervisor shall make whatever investigation is necessary to obtain the facts pertaining to the grievance. Within seven (7) calendar days after receiving the oral grievance, the immediate supervisor shall give the employee a reply.
   If the employee is not satisfied with the replay of his immediate supervisor, the employee may appeal the grievance to Step 2.
2. Step 2. If the employee desires to appeal the grievance to Step 2, the grievance shall be reduced to writing, on forms provided, and presented to the Chief or the Acting Chief within seven (7) calendar days following the receipt of the immediate supervisor's oral reply. The Chief may refer the grievance to the appropriate supervisor.
   The written grievance shall contain a complete statement of the grievance, the alleged facts upon which the grievance is based, the reasons for the appeal, the remedy requested, and the Articles of the Agreement claimed to have been violated, if any. The grievance shall be signed and dated by the employee, the Chief, or the appropriate

supervisor to whom the grievance has been referred, may arrange a meeting between him, the employee, the appropriate Association representative, and the immediate supervisor in an attempt to resolve the grievance. In any event, the Chief or his designated representative shall give a written decision to the employee within fourteen (14) calendar days following receipt of the written appeal to Step 2.

3. Step 3. If the employee desires to appeal the grievance to Step 3, the employee shall complete the appropriate appeal section of the grievance form, sign the appeal, and represent the grievance to the Town Manager within seven (7) calendar days following receipt of the written decision in Step 2. Within fourteen (14) calendar days after the receipt of the appeal to Step 3, the Town Manager shall hold a meeting with the employee, the appropriate association representative, the Chief of the appropriate supervisor to discuss the matter. A written decision shall be given to the employee or the appropriate Association representative within seven (7) calendar days following the meeting. If the employee is not satisfied with the decision of the Town Manager, the employee or the appropriate Association representative may appeal their grievances to Step 4.

D. Formal Appeal. Step 4. If the grievance has been properly processed through the previous steps of the procedure and not resolved, the employee or the appropriate Association representative may appeal the grievance to the Appeals Board or Town Council. The employee or the appropriate Association representative shall notify the Town Manager in writing within fourteen (14) calendar days following receipt of the written answer to Step 3.

1. Within fourteen (14) calendar days following receipt of the notice of appeal to Step 4, a meeting shall be arranged by the Town Manager with the employee or the appropriate Association representative to prepare a joint statement of the issue to issues to be presented to the Appeals Board. If the parties are unable to agree upon the issue or issues, each party will prepare its statement of the issue or issues, and jointly submit the separate statement of issue or issues to the Appeals Board for determination.
2. The Appeals Board shall consist of one (1) representative appointed by the Town, one (1) representative appointed by the Association, and one (1) representative selected by mutual agreement between the other two (2) Board members. In the event that the parties are unable to agree upon the third party, they shall jointly request the State Mediation and Conciliation Service to provide a list of seven names.
3. Within seven (7) calendar days following receipt of the above-referenced list, the parties shall meet to select the neutral party. The right to strike the first name shall be determined by lot and the parties shall alternately strike one name from the list until only one name remains, and that person will be the Board member.
4. The Appeals Board shall hold a hearing on the issue or issues submitted, or as determined by the Board if the parties have not mutually agreed upon the issue or issues, and render a written opinion and reasons for the opinion as soon after the hearing as possible.
5. The opinion shall be sent to the Town Manager and to the employee or appropriate Association representative within fourteen (14) calendars days of the hearing.

6. The opinion shall be limited to the issue or issues involved and presented to the Town Council. The Town Council shall thereupon consider the appeal and make such investigation as it may deem necessary and within a reasonable time shall firm, revoke, or modify the action of the Appeals Board findings, provided that a four-fifths (4/5) vote of the Council is required to revoke or modify the findings and recommendations of the Appeals Board.
7. Except as hereinafter provided, each of the parties shall pay for the time and expenses of its representatives and witnesses through all stages of the appeal procedure and shall contribute equally to the fee and expenses of the neutral party. The panel member's fee schedule, whenever possible, shall be determined in advance of the hearing.

E. Release Time. Witnesses who are employees and who are on-duty at the time of a scheduled appearance shall be released from duty without loss of compensation for the time required to testify. Individual grievant shall be released from duty without loss of pay for the time of the appeals board hearing. One spokesperson shall be permitted to be present without loss of compensation for grievances filed by the Association. Arrangements for release time for grievant witnesses shall, whenever possible, be made with the Town manager no later than twenty-four (24) hours in advance of the scheduled hearing.

F. General Provisions.
1. The parties agree that the Appeals Board shall not add to, subtract from, change or modify any provision of this agreement and shall be authorized only to apply existing provisions of this agreement to the specific facts involved and to interpret only applicable provisions of this agreement.
2. The parties agree that the time limits set forth herein are of the essence of this procedure and are to be strictly complied with. Time limits may be extended only by mutual agreement of the parties.
3. Although grievances may be processed during normally scheduled working hours, the Association agrees that the time spent by its designated representatives shall be kept to a reasonable minimum and that no Association representative shall be entitled to any additional compensation or premium pay for any time spent in processing grievances outside such representative's regularly scheduled hours.
4. Any grievance not filed or appealed within the time limits specified shall be considered settled on the basis of the last disposition given. In the event the grievance is not answered within the time limits set forth herein, either the employee or the appropriate Association representative may appeal the grievance to the next higher step within the time limits provided.
5. Reserve.
6. Any of the time limits specified in Steps 1-3 may be extended by written mutual agreement of the parties.
7. No resolution of any grievance as defined in this article shall be contrary to the provisions of the Memorandum of Understanding. Copies of the resolution of all grievances, including the grievance, shall be sent to the President of the Association.

8. It is understood and agreed that whenever a provision in this article refers to an employee filing a grievance, the Association may file such grievance either on the employee's behalf or on behalf of the Association. In such event, the processing of the grievance shall comply with all other provisions of this grievance procedure article.

Section 7.07 SENIORITY AND REDUCTION IN FORCE

A. Town Seniority is understood to mean an employee's most recent date of employment or reemployment. Seniority will continue to accrue during all types of leave except for Leave of Absence without Pay for thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time. Leaves of Absence without Pay for periods of less than thirty (30) calendar days shall not cause the Town Seniority date to be adjusted. Town Seniority shall be used for purposes of computing vacations, service awards and other matters based on length of service.

B. Classification Seniority shall be understood to mean length of time in classification. After successful completion of the probationary period, length of time in classification reverts to date of entry, transfer or promotion to present classification. Seniority will continue to accrue during all types of leave except suspension without pay, or a voluntary Leave of Absence without Pay for thirty (30) calendar days or more which shall cause the Classification Seniority date to be adjusted for an equivalent amount of time. Leaves of Absence without Pay for periods of less than thirty (30) calendar days shall not cause the Classification Seniority date to be adjusted. Classification Seniority shall be used in conjunction with job classifications for purposes of layoff and consideration for merit reviews.

C. Layoff.
   1. The Town shall give notice to the Association in advance of any pending reduction-in-force. Employees to be laid off shall be given, whenever possible, at least sixty (60) calendar day's prior notice. In each class of position, employees shall be laid off according to employment status in the following order: temporary, provisional, probationary and permanent.
   2. Employees within each category shall be laid off in inverse order of seniority in the Paradise Police Department Service.
   3. In the event that two or more employees affected have the exact same amount of service in class as well as the same evaluation rating, the employee(s) to be laid off shall be determined by lot.
   4. In lieu of layoff, an employee may demote to a position in a lower classification in the unit where such employee has seniority over the incumbent employee in the lower classification, calculated by adding seniority in the class of layoff to seniority the employee previously earned in the lower class. In such instance, the incumbent employee in the lower classification shall be served a layoff notice and shall be allowed demotion rights.

D. Recall. Employees in layoff status will retain recall rights for three (3) years and shall have preference to work over applicants on eligibility lists. Recall will be made by certified mail to the last address in the employer's records. Within fourteen (14) calendar days of the certified

receipt date, laid off employees must signify their intention of returning to work to the Employment Office.

1. Recall will be offered to laid-off employees provided they are physically qualified to perform the duties of the job. A laid off employee, when offered recall, who is temporarily unable to accept due to medical reasons as certified by an attending physician, may request a leave of absence not to exceed thirty (30) days. Recall from layoff shall be in the order of classification seniority.
2. An employee recalled within three (3) years shall keep the same classification seniority date as existed before the layoff.
3. Employees who return to a job classification covered by this agreement from an "exempt" status receive a rate of pay not more than what they would have attained had they progressed normally within the original classification.

Article VIII. CLOSING

Section 8.01 SAVINGS CLAUSE

If any Article or Section of this Memorandum should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other Articles and Sections of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum. In the event of invalidation of any Article or Section, the Town and the Association agree to meet within thirty (30) days for the purpose of renegotiating said Article or Section.

Section 8.02 SCOPE OF AGREEMENT

Waiver of obligation to meet and confer during the Memorandum of Understanding. Town and Association acknowledge that during the negotiations which resulted in this Memorandum, each has the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of consultation or meet and confer, and that understandings and agreements arrived at by the parties hereto after the exercise of that right and opportunity are set forth in this Memorandum. Therefore, Town and Association, for the duration of this Memorandum and subject to the exceptions contained herein, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this Memorandum. With respect to any subject not specifically referred to or covered in this Memorandum, in the event that either party desires to meet and confer to consult in good faith during the term of this Memorandum regarding such subject or matters, the parties hereto agree to abide by the Government Code Sections 3500 et seq., relating to obligations to meet and confer in good faith.

Section 8.03 TERM

A. Renegotiation for a Successor Agreement.
In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other, its written request to commence negotiations, as well as its full and entire written proposals for such successor Memorandum of Understanding. Upon receipt of such written notice, negotiations shall begin no later than thirty (30) calendar days after such receipt, or prior to the end of the agreement. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by June 30, 2019 unless the parties mutually agree to continue negotiations.

B. Renegotiation During Term.
Notwithstanding Section 8.03.A., in recognition of the current uncertain economic times, either party may reopen negotiations for possible revisions to wages and benefits during the term of this Agreement by serving on the other party a notice so stating its intent. Upon receipt of such notice the parties shall commence negotiations in good faith.

C. Term of Agreement.
This Memorandum of Understanding shall be effective July 1, 2016, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth and shall remain in full force and effect to and including the thirty (30th) day of June, 2019, at 11:59 p.m.

In Witness Whereof, the parties hereto have executed this Memorandum of Understanding this 14th day of June, 2016.

Paradise Police Officers Association

By [redacted]

Steve Bertagna, President, POA

Town of Paradise

[redacted]

Lauren M. Gill, Town Manager

TOWN OF PARADISE SALARY PAY PLAN
TOWN OF PARADISE POLICE OFFICERS ASSOCIATION
MOU July 1, 2016 - June 30, 2019
Exhibit "A"

Position Title	Hours/ Week	A Step	B Step	C Step	D Step	E Step	F Step
POLICE OPERATIONS							
POLICE OFFICER (2016/17 - Effective July 11, 2016)							
HOURLY	40	22.17	23.28	24.44	25.66	26.94	28.29
BIWEEKLY		1,773.60	1,862.40	1,955.20	2,052.80	2,155.20	2,263.20
MONTHLY		3,842.80	4,035.20	4,236.27	4,447.73	4,669.60	4,903.60
ANNUAL		46,113.60	48,422.40	50,835.20	53,372.80	56,035.20	58,843.20
POLICE OFFICER (2017/18 - Effective July 10, 2017)							
HOURLY	40	22.84	23.98	25.18	26.44	27.76	29.15
BIWEEKLY		1,827.20	1,918.40	2,014.40	2,115.20	2,220.80	2,332.00
MONTHLY		3,958.93	4,156.53	4,364.53	4,582.93	4,811.73	5,052.67
ANNUAL		47,507.20	49,878.40	52,374.40	54,995.20	57,740.80	60,632.00
POLICE OFFICER (2018/19 - Effective July 9, 2018)							
HOURLY	40	23.53	24.71	25.95	27.25	28.61	30.04
BIWEEKLY		1,882.40	1,976.80	2,076.00	2,180.00	2,288.80	2,403.20
MONTHLY		4,078.53	4,283.07	4,498.00	4,723.33	4,959.07	5,206.93
ANNUAL		48,942.40	51,396.80	53,976.00	56,680.00	59,508.80	62,483.20
POLICE SERGEANT (2016/17 - Effective July 11, 2016)							
HOURLY	40	26.14	27.45	28.82	30.26	31.77	33.36
BIWEEKLY		2,091.20	2,196.00	2,305.60	2,420.80	2,541.60	2,668.80
MONTHLY		4,530.93	4,758.00	4,995.47	5,245.07	5,506.80	5,782.40
ANNUAL		54,371.20	57,096.00	59,945.60	62,940.80	66,081.60	69,388.80
POLICE SERGEANT (2017/18 - Effective July 10, 2017)							
HOURLY	40	26.92	28.27	29.68	31.16	32.72	34.36
BIWEEKLY		2,153.60	2,261.60	2,374.40	2,492.80	2,617.60	2,748.80
MONTHLY		4,666.13	4,900.13	5,144.53	5,401.07	5,671.47	5,955.73
ANNUAL		55,993.60	58,801.60	61,734.40	64,812.80	68,057.60	71,468.80

TOWN OF PARADISE SALARY PAY PLAN
TOWN OF PARADISE POLICE OFFICERS ASSOCIATION
MOU July 1, 2016 - June 30, 2019
Exhibit "A"

Position Title	Hours/ Week	A Step	B Step	C Step	D Step	E Step	F Step
POLICE SERGEANT (2018/19 - Effective July 9, 2018)							
HOURLY	40	27.73	29.12	30.58	32.11	33.72	35.41
BIWEEKLY		2,218.40	2,329.60	2,446.40	2,568.80	2,697.60	2,832.80
MONTHLY		4,806.53	5,047.47	5,300.53	5,565.73	5,844.80	6,137.73
ANNUAL		57,678.40	60,569.60	63,606.40	66,788.80	70,137.60	73,652.80
PUBLIC SAFETY COMMUNICATIONS							
PUBLIC SAFETY DISPATCHER (2016/17 - Effective July 11, 2016)							
HOURLY	40	16.41	17.23	18.09	18.99	19.94	20.94
BIWEEKLY		1,312.80	1,378.40	1,447.20	1,519.20	1,595.20	1,675.20
MONTHLY		2,844.40	2,986.53	3,135.60	3,291.60	3,456.27	3,629.60
ANNUAL		34,132.80	35,838.40	37,627.20	39,499.20	41,475.20	43,555.20
PUBLIC SAFETY DISPATCHER (2017/18 - Effective July 10, 2017)							
HOURLY	40	16.90	17.75	18.64	19.57	20.55	21.58
BIWEEKLY		1,352.00	1,420.00	1,491.20	1,565.60	1,644.00	1,726.40
MONTHLY		2,929.33	3,076.67	3,230.93	3,392.13	3,562.00	3,740.53
ANNUAL		35,152.00	36,920.00	38,771.20	40,705.60	42,744.00	44,886.40
PUBLIC SAFETY DISPATCHER (2018/19 - Effective July 9, 2018)							
HOURLY	40	17.41	18.28	19.19	20.15	21.16	22.22
BIWEEKLY		1,392.80	1,462.40	1,535.20	1,612.00	1,692.80	1,777.60
MONTHLY		3,017.73	3,168.53	3,326.27	3,492.67	3,667.73	3,851.47
ANNUAL		36,212.80	38,022.40	39,915.20	41,912.00	44,012.80	46,217.60
COMMUNICATION RECORDS SUPERVISOR (2016/17 - Effective July 11, 2016)							
HOURLY	40	20.92	21.97	23.07	24.22	25.43	26.70
BIWEEKLY		1,673.60	1,757.60	1,845.60	1,937.60	2,034.40	2,136.00
MONTHLY		3,626.13	3,808.13	3,998.80	4,198.13	4,407.87	4,628.00
ANNUAL		43,513.60	45,697.60	47,985.60	50,377.60	52,894.40	55,536.00

TOWN OF PARADISE SALARY PAY PLAN
TOWN OF PARADISE POLICE OFFICERS ASSOCIATION
MOU July 1, 2016 - June 30, 2019
Exhibit "A"

Position Title	Hours/ Week	A Step	B Step	C Step	D Step	E Step	F Step
COMMUNICATION RECORDS SUPERVISOR (2017/18 - Effective July 10, 2017)							
HOURLY	40	21.55	22.63	23.76	24.95	26.20	27.51
BIWEEKLY		1,724.00	1,810.40	1,900.80	1,996.00	2,096.00	2,200.80
MONTHLY		3,735.33	3,922.53	4,118.40	4,324.67	4,541.33	4,768.40
ANNUAL		44,824.00	47,070.40	49,420.80	51,896.00	54,496.00	57,220.80
COMMUNICATION RECORDS SUPERVISOR (2018/19 - Effective July 9, 2018)							
HOURLY	40	22.20	23.31	24.48	25.70	26.99	28.34
BIWEEKLY		1,776.00	1,864.80	1,958.40	2,056.00	2,159.20	2,267.20
MONTHLY		3,848.00	4,040.40	4,243.20	4,454.67	4,678.27	4,912.27
ANNUAL		46,176.00	48,484.80	50,918.40	53,456.00	56,139.20	58,947.20