

**TOWN OF PARADISE
RESOLUTION No. 16-28**

**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 MANAGEMENT GROUP
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 Management Group, 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 Management Group 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


Jody Jones, Mayor

ATTEST: *June 14, 2016*

By: 
Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM: 


Dwight L. Moore, Town Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF PARADISE
AND
THE TOWN OF PARADISE MANAGEMENT GROUP**



JULY 1, 2016 THROUGH JUNE 30, 2019

**ADOPTED BY TOWN COUNCIL JUNE 14, 2016
RESOLUTION NUMBER 16-28**

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Article I. OPENING

Section 1.01 PREAMBLE

This Memorandum of Understanding, hereinafter referred to as the Memorandum has been prepared pursuant to the terms of Resolution No. 81-23 of the Town of Paradise, hereinafter referred to as the Town, and the Town of Paradise Management Group, hereinafter referred to as the Group.

It is agreed that this Memorandum is of no force and effect until ratified and approved by a resolution duly adopted by the Town Council of the Town of Paradise; however, it is agreed that the agreements contained herein are within the authority held by the representatives of the Town and of the Group.

Section 1.02 NONDISCRIMINATION

It is the policy of the Town and the Group not to discriminate against any employee because of race, creed, or religion, physical or mental handicap, sex, color, age, national origin, or veteran's status as defined under any Act of Congress.

Section 1.03 RECOGNITION

For the purpose of bargaining with respect to wages, hours of employment, and other conditions of employment, the employees of the Group are those assigned to classifications listed below:

- Assistant Town Manager
- Community Development Director
- Finance Director
- Public Works Director/Town Engineer

Section 1.04 TOWN GROUP RELATIONS

This Memorandum is intended to promote, and shall be so construed and interpreted as to carry out the following general purposes. The Town and Group agree to promote harmonious relations between the parties and other employee units; establish and maintain an orderly bargaining procedure; work to provide the best possible service to the general public; prompt and fair disposition of all grievances and disputes; and adhere to this Memorandum.

Section 1.05 MANAGEMENT RIGHTS

The Town retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Memorandum, and in addition, shall retain the following Management Rights not in conflict with this Memorandum of Understanding.

To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work forces; to increase or decrease the work force and determine the number of employees needed; 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 adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the Town by any law regulating, authorizing or empowering the Town to act or refrain from acting.

Article II. WAGES & WORKING CONDITIONS

Section 2.01 WAGES

- A. The 2015-16 Fiscal Year approved Salary Pay Plan for the Management Group is attached to this Memorandum, "Attachment A".
- B. The Town Manager may grant a new management employee a beginning salary not to exceed the maximum for the affected class. Such salary should reflect a judgment as to the ability of the employee to achieve expected performance standards within anticipated time frames.
- C. Management employees shall be evaluated for salary step adjustments at least annually with any such adjustments made on the employee's anniversary date. The amount of any one adjustment may not exceed two salary steps and shall be granted at the discretion of the Town Manager. Increases in excess of two salary steps may be granted upon recommendation of the Town Manager and approval of the Town Council. In evaluating management employees for salary increases, such performance criteria as may be deemed appropriate by the Town Manager shall be employed.
- D. Effective the first full pay period following July 1, 2016 (July 11, 2016), all management employees shall receive a 2.01% increase to total compensation.
- E. Effective the first full pay period following July 1, 2017 (July 10, 2017), all management employees shall receive a 2% increase to the salary pay plan schedule.
- F. Effective the first full pay period following July 1, 2018 (July 09, 2018), all management employees shall receive a 3% increase to the salary pay plan schedule.

Section 2.02 WORK SCHEDULES

Employees covered by this Memorandum shall be on a forty-hour work schedule.

Section 2.03 FLEXTIME

Employees covered by this memorandum shall work a minimum of eighty (80) hours biweekly depending on the employees work schedule but the hours worked per day in a biweekly period are flexible. This is in recognition of the special nature of management work.

Section 2.04 MANAGEMENT ADMINISTRATIVE LEAVE

All management employees in Steps A through F of their respective salary schedules covered under this Memorandum are eligible to be allocated up to one hundred twenty (120) hours each

fiscal year of Management Administrative Leave pay to compensate for additional time off due to the unique nature of their job. Such leave may be taken, only upon approval of the Town Manager, any time after it has been allocated. Allocation shall occur at the beginning of each fiscal year (July 1), such employee will then be paid for any unused leave at the end of the fiscal year. If any portion of the year is not worked by an employee (i.e. new hire or termination of employment), a prorated portion of this accrual will be calculated.

Section 2.05 DECLARED EMERGENCY COMPENSATION

In the event of a disaster declaration, employees who are exempt from FLSA shall receive additional compensation at time and one half for hours worked over forth (40) hours in a work week.

Section 2.06 LONGEVITY PAY

- A. Ten Years. Effective July 1, 2006, an amount equal to five (5.0%) percent of salary at ten (10) year anniversary of employment, will be added to employee's pay. If employee already has 10 years of employment, the five (5.0%) percent will be passed on pay as of July 1, 2006.
- B. Fifteen Years. Effective July 1, 2006, 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 anniversary of fifteen (15) years of employment, will be added to members pay. If employee already has 15 years of employment, the two and a half (2.5%) percent will be based on pay as of July 1, 2006.

Section 2.07 GYM REIMBURSEMENT

The Town shall provide a gym reimbursement of \$90 per quarter to Management employees who attend the gym at least 13 times in a quarter beginning on October 1, 2010. Each Management Group employee requesting reimbursement shall submit proof of gym attendance to Town payroll to be eligible for reimbursement.

Article III. PAID LEAVES

Section 3.01 HOLIDAYS

- A. Employees under this Memorandum shall be eligible to take the following holidays:

New Year's Day	January 1st
Martin Luther King's Day	Third Monday January
Presidents Day	Third Monday in February
Memorial Day	Fourth Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving	Designated Thursday in November
Thanksgiving pre/post	Thursday or Friday Town designates
Pre/Post Christmas Day*	*see below
Christmas	December 25 th

- B. Any other day proclaimed by the President and/or Governor as a public holiday, day of mourning or day of thanksgiving.
- C. If a holiday falls on a Saturday, we will honor it on the preceding Friday. Except for those employees whose regular scheduled workweek includes a non-work day on Friday, such employees will then honor the holiday on the preceding Thursday. If a holiday falls on a Sunday, the following Monday will be honored. A holiday for full time employees shall consist of eight (8) hours of paid time off.
- D. If Christmas falls on:

Monday	Holiday shall be taken on:
Tuesday	following Tuesday
Wednesday	preceding Monday
Thursday	following Thursday
Friday	preceding Wednesday
Saturday	preceding Thursday
Sunday	preceding Thursday
	following Monday

Section 3.02 SICK LEAVE

- A. Rate of Accrual. Paid sick leave shall accrue as follows:
Eight (8) hours per month for full-time employees.
- B. No sick leave credit shall be earned when an employee is on leave without pay.
- C. Effective December 19, 2011, sick leave may be accumulated to a maximum of one thousand and five hundred (1,500) hours. No sick leave shall be earned beyond one thousand and five hundred (1,500) hours. Employees with a sick leave balance over the new cap of 1,500 at the time of approval of this Memorandum shall have their balance grandfathered; provided, however, no new sick leave accumulation shall be earned over 1,500 hours by such employee.

Section 3.03 VACATION LEAVE

- A. Eligibility. All regular employees who are eligible for benefits under this Memorandum are eligible to earn and accrue vacation leave.
- B. Rate of Accrual. Except as otherwise provided in this section, eligible employees who are in a paid status of eighty (80) hours per pay period shall earn vacation leave with pay at the following rate:

Years of Service	Vacation Hours Accrued Annually
0 – 4	120 Hours
5 – 9	135 Hours
10 - 14	176 Hours
15 & Over	200 Hours

- C. Maximum Accumulation. As of December 31 of each year an employee may carry over unused vacation leave to an equivalent of three times the employee’s annual vacation rate. No vacation shall be earned once an employee has accrued three time the employee annual earnings.

- D. Terminal Vacation Pay. Employees who are separated from the Town shall be entitled to a lump sum payment for vacation leave accumulated as of the last day worked. In case of death, compensation for accrued vacation leave shall be paid in the same manner as salary due to the decedent is paid.
- E. Transfer of Vacation Leave. When an employee is transferred to, or appointed to, another department, his/her vacation credit shall be assumed by the new department.

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 be granted upon request not to exceed three (3) regularly scheduled working days for each occurrence.

Immediate family is defined as: a person related by blood, marriage, or adoption who is a spouse, son, daughter, sister, sister-in-law, brother, brother-in-law, mother, father, grandchild, grandfather or grandmother of either husband or wife, or any other relative residing in the employee's immediate household.

The aforementioned bereavement leave shall not be deducted from or otherwise charted against sick leave or any other accrued leave or vacation.

Section 3.05 FAMILY MEDICAL LEAVE (FMLA)

- 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 FLOATING HOLIDAY

- A. Two (2) Floating Holidays
- B. To be taken at employee’s discretion
- C. Floating holidays shall be credited at the beginning of the calendar year, and are to be used during the calendar year in which they are credited. An employee who has not used their floating holidays by the end of the calendar year shall not accrue floating holiday hours for the new year until they have used all available prior year credits.

Article IV. INSURANCE BENEFITS

Section 4.01 MEDICAL INSURANCE

- A. All employees must enroll in Medical Plan made available by the Town in accordance with PERS and Town regulations.
- B. Employee shall pay all administrative fees required by the PERS medical program.

- C. Effective December 19, 2011, the Town agrees to pay monthly a portion of the premiums for a medical plan, up to, but not exceeding the following amounts.

	Town Share Cap
Employee	\$433.73
Employee plus one	\$ 867.45
Employee plus two or more	\$1,127.69

- D. Any premium cost in addition to the above Town Share Caps shall be paid by Association employees.

Section 4.02 DENTAL INSURANCE

- A. Employees may choose to be covered under the Dental plan in accordance with the plan carrier and Town regulations.
- B. Effective December 1, 2005 the Town will share the cost of dental premiums at 80% (employer) – 20% (employee) ratio. The 80%-20% ratio will exist for each of the tiers (employee only, employee plus one, and employee plus family).
- C. Any increase in the dental plan premiums below 9.99% 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 INSURANCE

Employees may choose to be covered under the 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

- A. Employees may shift Town share of the medical plan premiums to a Town sponsored deferred compensation program (either ICMA or ING) subject to the following conditions:
1. An employee must submit proof of coverage under a spousal health plan, which must be comparable to one of the plans offered under PERS by the Town and a signed health insurance waiver by July 1st and January 1st of each year.
 2. An employee must provide proof of coverage under the employee’s retired health plan, which must be comparable to one of the plans offered under PERS by the Town, and a signed health insurance waiver by July 1st and January 1st of each year to qualify for waiver from the Town Health Plan requirements.
- B. Effective the first of the month following adoption of this MOU, the maximum amount that can be deferred shall be limited to the amount the Town is contributing towards the “employee only” medical rate only.

Section 4.05 LONG-TERM DISABILITY INSURANCE

The Town shall provide to the employees in the Group long-term disability insurance in the amount of two-thirds (2/3) of base salary and including a rider for future eligibility.

Section 4.06 LIFE INSURANCE

Town shall provide prepaid life insurance in an amount of one hundred fifty thousand dollars (\$150,000) for the members in this group.

Section 4.07 PUBLIC EMPLOYEE UNEMPLOYMENT INSURANCE

Town shall provide Public Employee Unemployment Insurance at no cost to employee.

Section 4.08 WORKER'S COMPENSATION

Town shall provide Workers Compensation Insurance at no cost to employee.

Article V. RETIREMENT BENEFITS

Section 5.01 RETIREMENT

- A. "PERS Swap". Effective July 1, 2013 Management Group employees shall pay the entire portion (seven percent (7%) for Miscellaneous members or nine percent (9%) for safety members) of the employee paid member contribution rate toward their CalPERS retirement plan. In consideration of this, and at the same time, the Town shall increase such employees' base pay by the equivalent seven percent (7%) or nine percent (9%) as appropriate. The Town of Paradise Salary Pay Plan shall be updated accordingly. Since the employees will be paying the employee paid member contributions (EPMC) to CalPERS, it will no longer be necessary for the Town to pay the cost and report the value of EPMC.
- B. Effective February 14, 2011, The Town shall have a Two-Tier Retirement Plan. Tier One will be available to those employees hired before February 14, 2011. Tier Two will be for all employees hired after February, 2011.
 1. TIER ONE of PERS retirement plan for Management Group employees hired before February 14, 2011, as follows:
 - a. The Town participates in the Public Employee Retirement System (PERS) in accordance with the regulations of PERS to provide a 2% at 55 retirement for all miscellaneous employees in the Group and 3% at 50 retirement for all safety employees.
 - b. The Town's PERS plan also includes the fourth level of 1959 Survivor Benefits (Section 21574).
 - c. Town employees shall pay the entire seven percent (7%) employee contribution rate to the 2% at 55 retirement plan for miscellaneous employees and the entire nine percent (9%) employee contribution rate to the 3% at 50 retirement plan for safety employees.
 - d. The PERS plan shall include the one-year final compensation retirement benefit (Section 20042) for both public safety and miscellaneous employees.
 - e. The Town adopted a resolution establishing procedures to implement the EPMC option under PERS regulations. Effective July 1, 2001, the Town will pay the cost of the EPMC option benefits provided, however, due to the agreed "PERS

Swap”, in Section 5.01.A of this Memorandum, effective July 1, 2013, the Town shall no longer pay the cost of the EPMC option benefits relating to the employees.

2. TIER TWO of PERS retirement plan for Management Group Members hired after February 14, 2011, as follows:
 - a. The Town participates in the Public Employee Retirement Systems (PERS) in accordance with the regulations of PERS to provide a two percent at age sixty (2%@60) retirement for all miscellaneous employees in the Group and three percent at age 55 (3%@55) retirement for all safety employees.
 - b. The Town’s PERS plan also includes the fourth level of 1959 Survivor Benefits (Section 21574).
 - c. Town employees shall pay the entire seven percent (7%) employee contribution rate to the 2% at 55 retirement plan for miscellaneous employees and the entire nine percent (9%) employee contribution rate to the 3% at 50 retirement plan for safety employees.
 - d. The PERS plan shall include a three year final compensation retirement benefits (Government Code Section 20037) for both public safety and miscellaneous employees.
 - e. The Town adopted a resolution establishing procedures to implement the EPMC option under PERS regulations. Effective July 1, 2011, the Town will pay the cost of the EPMC option benefits. Due to the agreed “PERS Swap” in Section 5.01.A of this Memorandum, effective July 1, 2013, the Town will no longer pay the cost of the EPMC option benefits.
3. 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 The Public Employees Retirement System (PERS) plan at two point seven percent (2.7%) at fifty seven years old (57) retirement. This 2.7%@57 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

- A. Upon enrollment in the PERS medical program, health plans for employees retiring after enrollment shall be in accordance with PERS medical program regulations.
- B. Employees, who, immediately upon termination, retire under the PERS retirement plan, and remain in the Town's medical plan, shall have a Town paid contribution towards the medical plan premium not to exceed the Town contribution to the active “employee and spouse” rate as prescribed in PERS Health Plan Regulations.
- C. In addition, accumulated sick leave at time of retirement, not used for any other purpose, may be converted to supplement a health plan premium until the value is exhausted or the retiree

reaches sixty-five (65) or the surviving spouse reaches sixty-five (65). The rate of sick leave conversion shall be fifty percent (50%) of the regular daily rate the employee was receiving at retirement.

Article VI. OTHER BENEFITS

Section 6.01 EDUCATION/TUITION REIMBURSEMENT

To provide incentive and compensation for furthering the education of the Management Team at the Town of Paradise. Management employees shall receive education reimbursement according to the following parameters:

- A. The annual expenditures for this purpose shall not exceed five hundred and fifty dollars (%550.00) per fiscal year effective July 1, 2006.
- B. Reimbursement to an individual may not exceed fifty percent (50%) of actual costs for tuition and textbooks.
- C. Approved reimbursement must be for courses related to the job of the employee.
- D. Before reimbursement is given, the employee must submit evidence that a grade 'C' or better has been earned in the course.
- E. The courses approved must be taken on the employee's own time.

Section 6.02 COMPUTER LOAN PROGRAM

The Town has established a computer loan fund of ten thousand (\$10,000) dollars to provide for loans to employees for the purchase of computers. A maximum of three thousand, two hundred and fifty (\$3,250) dollars per loan may be made to an eligible employee. Such loans shall be repaid at an interest rate of three and one-half (3 1/2%) percent over a two (2) year period. Repayment shall be through payroll deduction for a period of two (2) years with all unpaid amounts due and payable in full upon termination.

Section 6.03 CAR/CELLULAR PHONE ALLOWANCE

Effective December 19, 2011, Management Group members that are not provided a Town car and Town cell phone through their department shall receive a monthly car/cellular phone allowance of two hundred dollars (\$200.00) as compensation for using personal vehicle and cellular phone for Town business. Member shall be responsible to provide vehicle insurance and maintenance and shall be reimbursed for gasoline only at the current rate set at travel time by the Town when required to travel beyond a thirty (30) mile radius from the Town of Paradise.

Article VII. SAFETY & PERSONNEL

Section 7.01 SAFETY PROVISIONS

Town shall make reasonable provisions for the safety of employees in the performance of their work.

Section 7.02 TERMS OF PROBATION

- A. Newly hired employees shall have a six (6) month probation period and shall be eligible for a step increase after one (1) year.
- B. Promotional employees shall service a six (6) month probationary period. There shall be no less than a twelve (12) month aggregate probation period. In addition, a terminated employee does not have the right to bump a less senior employee.

Section 7.03 PERFORMANCE EVALUATION

The Town Manager shall review and evaluate the performance of the Group employees at least once annually in advance of the adoption of the annual operating budget. The review and evaluation shall be in accordance with the member's job description and specific criteria developed by the Town Manager. Further, the Town Manager shall provide an adequate opportunity for the Group Employee to discuss their evaluation with the Town Manager, and the results of such evaluations shall be reduced to writing. In effecting the provisions of this Section, the Town Manager and the Employee mutually agree to abide by the provisions of applicable law, ordinances, resolutions and current policies of the Town.

Salary. The Town agrees to pay employees for their services rendered pursuant to the wages Section 2.01, payable in installments at the same time as other employees are paid.

Indemnification. The Town agrees to indemnify and defend members in accordance with the provisions of California Government Code Section 825 et seq, 995 et seq, and related statutes.

Section 7.04 TERMINATION

- A. After providing Group member with a written notice of all charges against them and an opportunity to be heard, TOWN or Town Manager shall have the right to terminate Group member during the term of this Agreement only for cause.
- B. The following activities or conditions shall constitute grounds for termination for cause:
 - 1. Malfeasance
 - 2. Dishonesty
 - 3. Failure to perform duties of Group member at a level that meets requirements.
 - 4. Physical or mental incapacity to perform the duties the Group member is assigned to perform.
 - 5. Insubordination.
 - 6. Failure to comply with Town's ordinances, policies and regulations or with applicable state or federal laws and regulations.
 - 7. Abuse of any Town personnel.
- C. In the event Group member is terminated with cause as set forth in paragraph A & B above, member will receive, as a minimum, ninety (90) days written notice and cash severance pay in a lump sum equal to three (3) month's pay and pay for unused annual vacation leave, administrative leave, and sick leave in accordance with this agreement and the Personnel Rules for the Town of Paradise.
- D. In the event Group member voluntarily resigns his/her position with the Town before expiration of the aforesaid term of employment, member shall give the Town thirty (30) days written notice in advance or such advance notice as may be otherwise mutually agreed upon. In the

case of such voluntary resignation, the Town shall have no obligation to pay any severance pay to him/her.

Article VIII. CLOSING

Section 8.01 SAVINGS PROVISION

If any provisions of this Memorandum are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Section 8.02 FULL UNDERSTANDING, MODIFICATION AND WAIVER

This Memorandum sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the Town Council.

The waiver of any breach, term or condition of this Memorandum by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 8.03 IMPLEMENTATION

The Memorandum shall be of no force or effect until ratified and approved by formal action of the Town Council and the Management Group. It is recognized that certain provisions may require ordinance changes in order to be effectuated.

Section 8.04 TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be effective as of July 1, 2016 and shall remain in full force and effect to, and including June 30, 2019. After June 30, 2019, the Memorandum shall be terminated. Until the Town and the Association agree on the terms for a subsequent memorandum of understanding, or there is an impasse pursuant to Government Code Section 3505.4 regarding a new memorandum of understanding, the terms of this Memorandum will remain in effect, except for those provisions which have been assigned expirations dates.

DATED: June 14, 2016

Town Representative:


Town Manager

Group Representative(s):



Public Works Director/Town Engineer – Marc Mattox



Finance Director – Gina Will



Community Development Director – Craig Baker

TOWN OF PARADISE SALARY PAY PLAN

MANAGEMENT GROUP

Exhibit "A"

Position Title	Hours/ Week	A Step	B Step	C Step	D Step	E Step	F Step
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**COMMUNITY DEVELOPMENT DIRECTOR
FINANCE DIRECTOR/TREASURER
PUBLIC WORKS DIRECTOR/TOWN ENGINEER**

Effective July 1, 2016 - June 30, 2017

HOURLY	40	36.50	38.33	40.25	42.26	44.37	46.59
BIWEEKLY		2,920.00	3,066.40	3,220.00	3,380.80	3,549.60	3,727.20
MONTHLY		6,326.67	6,643.87	6,976.67	7,325.07	7,690.80	8,075.60
ANNUAL		75,920.00	79,726.40	83,720.00	87,900.80	92,289.60	96,907.20

Effective July 1, 2017 - June 30, 2018

HOURLY	40	37.23	39.09	41.04	43.09	45.24	47.50
BIWEEKLY		2,978.40	3,127.20	3,283.20	3,447.20	3,619.20	3,800.00
MONTHLY		6,453.20	6,775.60	7,113.60	7,468.93	7,841.60	8,233.33
ANNUAL		77,438.40	81,307.20	85,363.20	89,627.20	94,099.20	98,800.00

Effective July 1, 2018 - June 30, 2019

HOURLY	40	38.35	40.27	42.28	44.39	46.61	48.94
BIWEEKLY		3,068.00	3,221.60	3,382.40	3,551.20	3,728.80	3,915.20
MONTHLY		6,647.33	6,980.13	7,328.53	7,694.27	8,079.07	8,482.93
ANNUAL		79,768.00	83,761.60	87,942.40	92,331.20	96,948.80	101,795.20