

TOWN OF PARADISE  
RESOLUTION NO. 11-41

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE ADOPTING  
RESOLUTION 11-41; A RESOLUTION APPROVING THE MEMORANDUM OF  
UNDERSTANDING BETWEEN THE TOWN OF PARADISE AND THE TOWN OF  
PARADISE GENERAL EMPLOYEES UNIT COVERING THE PERIOD FROM  
JULY 1, 2011 TO JUNE 30, 2013

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 General Employees Unit, 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 between the Town and the Town  
of Paradise General Employees Unit 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 20<sup>th</sup> day of  
October, 2011, by the following vote:

AYES: Steve "Woody" Culleton, Joe DiDuca, Scott Lotter, Tim Titus and Alan  
White, Mayor

NOES: None.

ABSENT: None.

NOT VOTING: None.



Alan White, Mayor

ATTEST: 10-20-2011,

By   
Joanna Gutierrez, Town Clerk

APPROVED AS TO FORM:

  
Dwight L. Moore, Town Attorney

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE TOWN OF PARADISE**

**AND**

**THE TOWN OF PARADISE  
GENERAL EMPLOYEES UNIT**



**JULY 1, 2011 THROUGH JUNE 30, 2013**

**ADOPTED BY TOWN COUNCIL OCTOBER 20, 2011**

**RESOLUTION NO. 11-41**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TOWN OF PARADISE AND THE TOWN OF PARADISE  
GENERAL EMPLOYEES UNIT**

**JULY 1, 2011 – JUNE 30, 2013**

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 "Town," and the Operating Engineers Local No. 3, hereinafter referred to as "Union."

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 Union.

**ARTICLE I. PREAMBLE**

**1.1 PRINCIPLES**

The parties recognize that the free enterprise system in the United States has produced the highest standard of living anywhere in the world, and they hereby confirm their adherence to, and belief in, that system. Further, the parties support the principles of bargaining and self-organization.

**1.2 NONDISCRIMINATION**

It is the policy of the Town and the Union 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.

**1.3 TOWN - UNION 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 Union agree to promote harmonious relations between the parties and other employee groups; establish and maintain an orderly bargaining procedure; work to provide the best possible service for the general public; prompt and fair disposition of all grievances and disputes; and adhere to this Memorandum.

**ARTICLE II. RECOGNITION**

**2.1 RECOGNITION**

A. For the purpose of bargaining with respect to wages, hours of employment, and other conditions of employment, Town recognizes Union as the sole and exclusive representative of all full-time and part-time (assigned to more than 1040 hours per fiscal year) employees employed by the Town and assigned to classifications listed in Appendix "A" hereto.

- B. All part-time and full-time, as a condition of continued employment, shall become and remain members of the Union or shall pay a representation service fee which is the employee's proportionate share of the Union's cost of meeting and conferring and administrating the Memorandum of Understanding. Such representation service fee shall in no event exceed the total regular periodic membership dues paid by the unit employee.

Any employee subject to this Memorandum of Understanding shall be provided through the Town with a notice advising that the Town has entered into a Fair Share agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union, pay a service fee or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form with the employee's signature authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee. Such an employee shall have five (5) working days following the initial date of employment to fully execute the authorization form of his/her choice and return the form to the Town. If the form is not completed properly and returned within five (5) working days, the Town shall commence and continue a payroll deduction of Union dues from the regular pay of such employee.

The effective date of Union dues, service fee deduction or charitable contribution for such employees shall be the beginning of the first pay period of employment or the pay period following the ratification and adoption of this agreement by the Union and the Town.

Any employee subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objection to joining or financially support a public employee organization, shall, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable contribution equal to the Union dues or service fee and initiation fees, to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code chosen by the employee and as recognized by the Town of Paradise. The Town shall forward declarations of or applications for religious exemption and any supporting documentation to the Union within fifteen (15) days after receipt. The Union shall have fifteen (15) days after receipt of a request for religious exemption to challenge any exemption granted by the Town. If challenged, the deduction to the charity of the employees' choice shall commence but shall be held in escrow pending resolution to the challenge. Charitable contributions shall be by regular payroll deduction only.

The Union shall cause to be prepared an audit of chargeable and non - chargeable expenses on an annual basis and pursuant to applicable law shall provide such report to individuals who have chosen or may choose to pay service fee.

Union shall indemnify and hold Town and its officers and employees harmless and defend from any and all claims, demands, suits, liability or any other action arising from the provision herein.

### **ARTICLE III. AUTHORIZED AGENTS**

#### **3.1 AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this Memorandum, the following authorized agents have been designated:

- A. Town's principal authorized agent:  
  
Charles L. Rough, Jr., Town Manager  
5555 Skyway  
Paradise, CA 95969
  
- B. Union's principal authorized agent:  
  
Mike Minton, Business Representative  
Operating Engineers, Local No. 3  
468 Century Park Drive  
Yuba City, CA. 95991

**3.2 BULLETIN BOARDS AND DEPARTMENT MAIL**

The Union shall have reasonable access to bulletin boards and departmental mail for the purpose of Union communications provided such use does not interfere with the needs of the department and material posted is not derogatory to the Town, employees of the Town or other employee organizations. A copy of all posted material will be provided to the Human Resources Division of the Town Manager's Office.

**ARTICLE IV. UNION ACTIVITY**

**4.1 LISTS**

- A. On or before January 31st of each year, Town shall furnish Union with a list showing the name, Social Security number, home address, employment date, and classification of each employee in this bargaining unit.
  
- B. Upon ten (10) calendar days after a new employee is hired, Town shall provide Union the following information: name of individual, Social Security number, employment date, classification, date vacancy filled.
  
- C. The Union shall provide to the Town and keep current the names of the designated representative and a list of persons authorized to act on its behalf or receive service in its name.
  
- D. Town agrees to provide payroll deduction of dues for those employees who authorize such deductions for payment directly to the Union. The Union shall indemnify and hold the Town harmless against any costs accruing from any and all claims which arise from the implementation of this section.

**ARTICLE V. WAGES**

**5.1 WAGES**

- A. Rates of pay. The hourly, monthly, yearly salary range and effective date for each classification within the Association, including steps, shall be as shown on Appendix A attached hereto and incorporated as an integral part of this Memorandum.
- B. The Association agrees to a temporary base salary reduction of five percent (5%) effective the first full pay period following ratification of this Memorandum, October 24, 2011. Such salary reduction shall expire December 30, 2012.
- C. "PERS Swap". In reference to Article XI, Section 11.1, Retirement, effective September 27, 2010, employees received an increase in base pay of 7%. At that same time, employees became responsible for paying their full 7% employee paid member contribution to PERS.
- D. When an employee's position is reclassified to a classification with a higher salary range, the employee's pay shall be set at the first step of the new range or the next higher step in the new range that provides the employee a salary increase of a minimum of five (5%) percent. This reclassification or promotion will change the employee's original merit review date to the new job classification change date.
- E. The (F) step added to the pay schedule, the increase in the ten (10) year career performance pay from two and one half (2.5%) percent to five (5%) percent and the addition of the fifteen (15) year two and one half (2.5%) percent career performance pay step are understood and agreed to be settlement in full of any and all claims, grievance an or expectations arising out of the Town's past, present and future application of the former Memorandum of Understanding section setting out the conversion rule from the thirty six (36) hour work week back to the normal forty (40) hour work week.

**5.2 CAREER PERFORMANCE/LONGEVITY PAY**

- A. **Career Performance Pay.** Employees in the Unit shall be eligible to participate in a career performance incentive pay plan under the following conditions:
  - 1. **Eligibility.**
    - (a) Effective July 1, 2001, an employee in the "E" Step of a pay range who has completed ten (10) years of continuous service with the Town and who meets the eligibility provisions stated in this section will be eligible to receive a career performance pay incentive equal to two and one-half percent (2.5%) of the employee's pay step effective the first pay period following the employee's employment anniversary date. Those employees, who are currently receiving career performance pay, shall continue to do so at the existing rate.
    - (b) Effective first pay period beginning in January 1, 2002, an employee who has completed ten (10) years of continuous service with the Town and who meets the eligibility provisions

stated in this section will be eligible to receive a career performance pay incentive equal to five percent (5%) of the employee's pay step effective the first pay period following the employee's employment anniversary date. Effective first pay period beginning in January 1, 2002 employees who are currently receiving career performance pay, shall do so at the five-percent rate until the employee's employment anniversary date.

- (c) Effective first pay period beginning in January 1, 2002, an employee who has completed fifteen (15) years of continuous service with the Town and who meets the eligibility provisions stated in this section will be eligible to receive a career performance pay incentive equal to seven and one half percent (7.5%) of the employee's pay step effective the first pay period following the employee's employment anniversary date.
- (d) The ten (10) year and fifteen (15) year career performance pay increases are not cumulative. The maximum career performance pay is seven and one half (7.5%) percent.

2. **Performance Evaluations.** Annually, within thirty (30) days of the employee's employment anniversary date, the employee's performance will be evaluated by the employee's supervisor.

- (a) If the employee's performance is "satisfactory," a career performance pay incentive will be granted for the next year.
- (b) If the employee's performance is "less than satisfactory," the employee shall not receive a career performance pay incentive for the next year. The denied employee will be eligible for a review in the following year.

3. **Appeal.** Denial of a career performance pay incentive shall not be subject to the normal grievance procedures. An employee receiving a "less than satisfactory" performance report may appeal for a review and determination to the next level of Town management not involved in the initial performance evaluation. The decision of the reviewing manager will be final.

B. **Longevity Pay.** Effective with the ratification of this amended Memorandum of Understanding, employees in the Unit shall be eligible to participate in a longevity pay plan under the following conditions:

1. **Eligibility.**

- (a) At an employee's ten (10) year anniversary with the Town the employee shall be eligible to receive longevity pay incentive equal to five (5%) percent of the employees pay step effective on the employee's anniversary date.
- (b) At an employee's fifteen (15) year anniversary with the Town the employee shall

be eligible to receive longevity pay incentive equal to seven and one-half (7.5%) percent of the employees pay step effective on the employee's anniversary date.

- (c) Effective July 1, 2011, upon an employee's twenty (20) year anniversary with the Town the employee shall be eligible to receive longevity pay incentive equal to ten percent (10%) longevity pay effective on the employee's anniversary date.
- (d) The ten (10) year, fifteen (15) year and twenty (20) year longevity pay increases are not cumulative. The maximum longevity pay is ten (10%) percent of the employee's pay step.
  - 2. Those employees currently receiving career performance pay shall have their career performance pay converted to longevity pay at the same rate as the employee is receiving in career performance pay. The longevity pay rate at the time of ratification of this amended Memorandum of Understanding shall remain in effect until the employee is eligible for the fifteen-year longevity pay increase as set forth in Section B.1.(b) above. The rate increase shall be effective on the employee's anniversary date.

### **5.3 ON-CALL WAGES**

Effective June 30, 2005, on-call employees shall be paid three dollars (\$3.00) for each hour of on-call assignment. On call time worked will be paid on a one hour minimum of pay. The Town will provide a pager to each on-call employee and compensate at time and a half (1-1/2) for overtime worked. Public Works employees shall be in the on-call rotation after being hired and passing the probationary period.

### **5.4 CALL BACK**

When an employee is called back to work, the employee shall receive a minimum of three (3) hours of compensation at time and a half (1-1/2) if called on any Saturday, Sunday, holiday, or regularly scheduled day off, and two (2) hours of compensation at time and a half (1-1/2) for call back at all other periods of time. Hours worked shall include reasonable travel time to work, but shall not include return from work travel time. Any time worked beyond these minimum hours shall be paid at the applicable overtime rate. Call back pay is triggered either after leaving work premises, the employee is called back to work on an emergency basis or when the employee has the time scheduled in advance for a particular reason or event. Employees on assigned "on-call status" shall not be eligible for call back pay.

### **5.5 COMPENSATORY TIME IN LIEU OF PAY**

- A. Upon request of the employee, compensatory time off (CTO) may be accumulated in lieu of premium pay for overtime worked. CTO shall be accumulated at the rate of one and one-half times (1-1/2) the normal rate of pay. No more than one hundred twenty (120) hours of CTO may be held in the employees "CTO Bank" at any time. For public works maintenance classifications November 1st, of each year and for all other classes July 1st of

each year, no employee may have more than one hundred twenty (120) hours in his/her CTO Bank. An employee may deplete any previously earned CTO by requesting such time off in advance. Such request shall be granted unless it would cause an undue hardship to the Town.

- B. The CTO limits for road maintenance classes may, upon recommendation of the Public Works Director and approval by the Town Manager, be temporarily increased up to two (2) times the amounts in Section 5.5 (A) due to the needs of the Town.

## **5.6 SALARY RANGE POLICY**

Disclosure of salaries of individual General employees shall be made only in accordance with the requirement of the Public Records Act.

## **5.7 OUT-OF-CLASS ASSIGNMENTS**

When an employee in the Bargaining Unit is assigned by the department head to work out of class in a lead or supervisory position, the employee shall receive, a five percent (5%) increase for the period of assignment in one hour increments.

# **ARTICLE VI. WORK SCHEDULES**

## **6.1 WORK SCHEDULES**

- A. Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week. Nothing herein shall be construed to modify whatsoever a workday or workweek as defined by the Town.
- B. The normal workweek for "full time" employees of the Town shall be forty (40) hours schedule consecutively Monday through Friday. The Town Manager may authorize a department to establish a schedule of workdays within the regular (40) forty-hour workweek consistent with the following options:
  - 1. Five (5) eight (8) hour days.
  - 2. Four (4) ten (10) hour days.
  - 3. Four (4) nine (9) hour days and one (1) four (4) hour day.

Management retains the right to schedule the consecutive workday other than Monday through Friday to the meet operational needs of the Town. Employees affected by such change will be given, (except in an emergency), fourteen (14) days prior notice of any permanent shift or schedule change.

- C. Employees who are assigned to work less then forty (40) hours per week shall work hours as scheduled by the Town to assure the efficiency and operational

needs of Town services.

- D. A workday is defined as starting at 12:01am and ending at 12:00am (midnight).
- E. **FLEX TIME.** Employees may request flex time which shall be granted at the discretion of their supervisor, so long as it does not create overtime. If a supervisor grants an employee flex time, the employee shall be required to work an equal amount of time within the same work week.
- F. Notwithstanding any other provision in this Memorandum, Town Hall shall be closed for the last two weeks in December of each year during the term of this Memorandum. For calendar year 2011, the closure shall be on December 19, 2011 through January 2, 2012. For 2012, the closure shall be on December 17, 2012 through December 28, 2012. Town Hall exempt and non-exempt employees shall not work during the closure, unless expressly given notice by the Town otherwise. Except as provided below, employees shall not receive compensation for the time during the closure. Non-exempt employees may elect to use their accumulated vacation, floating holiday, or CTO banked time for compensation. Employee paid holidays during the closure shall continue to be paid by the Town without change.

**6.2 OVERTIME**

All employees not exempt from the provisions of the Fair Labor Standards Act shall receive over time pay at time and one half pay for over forty hours (40) in a week. Over time may be paid or credited as CTO as set out in Section 5.5.

**6.3 PART TIME EMPLOYEES BENEFITS**

For the purpose of eligibility of benefits, employees covered by this Memorandum of Understanding as assigned by the Town to a thirty six (36) hours per week, shall be considered "full time". Workers assigned less than thirty (36) hours shall be considered "part time" and have benefits prorated on the normal forty (40) hour week benefits rates.

**ARTICLE VII. PAID LEAVES**

**7.1 HOLIDAYS**

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

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in 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	Wednesday or Friday Town designates
<i>Pre/Post Christmas Day*</i>	<i>*See chart to follow</i>
Christmas Day	December 25th
Floating Holidays (28 hours)	To be taken at employee's discretion, subject to prior management approval.

Floating holidays shall be credited at the beginning of the calendar year, commencing January 1, 2002, 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 have no floating holidays credited for the new year until they have used the prior year credit.

The increase in the floating holiday amount from two days to twenty-eight (28) hours is in recognition of final settlement to any and all claims or grievances that may exist or arise over the past practice by the Town of the prior nine (9) hour holiday observance.

Any other day proclaimed by the President and/or Governor as a public holiday, day of mourning or day of thanksgiving.

If a holiday falls on a Saturday, the preceding Friday will be observed. Except for those employees whose regularly scheduled workweek includes a partial or non-work day on Friday, such employees will then observe the holiday on the preceding Thursday, or portion thereof.

If a holiday falls on a Sunday the following Monday will be observed.

A holiday for full time employees shall consist of eight (8) hours of paid time off. An employee whose work schedule is greater than eight (8) hours a day may use floating holidays, vacation, CTO or flexible work hours during that workweek to make up the difference between the hours of an assigned work day and the defined eight (8) hour holiday. Holiday pay shall be prorated for part-time workers.

\*The Pre/Post Christmas Day Holiday shall be taken by the employee on the day before or the day after Christmas according to the following schedule:

<b>If Christmas falls on:</b>	<b>Holiday shall be taken on:</b>
Monday	following Tuesday
Tuesday	preceding Monday
Wednesday	following Thursday
Thursday	preceding Wednesday
Friday	preceding Thursday
Saturday	preceding Thursday
Sunday	following Monday

**7.1.1 RECOGNIZED HOLIDAYS - ANIMAL CONTROL EMPLOYEES**

Effective June 30, 2005, all permanent full-time Animal Control employees shall receive one hundred and sixteen (116) hours straight pay in lieu of Holiday Leave. Effective January 1, 2009, due to a CalPERS requirement, holidays will be paid in 24 bi-weekly equal increments throughout the calendar year. New hires that start after the 1<sup>st</sup> of the year will receive a pro-rated portion based on their hire date and the number of days left in the year.

## 7.2 **SICK LEAVE**

A. **General Policy.** Sick leave with pay shall be earned by regular full-time, regular part-time and those authorized limited term employees and may be used as herein provided.

B. **Definition.** Sick leave means the necessary absence from duty of an employee because of:

1. The employee's illness or injury.
2. The employee's exposure to contagious disease.
3. The employee's dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
4. Illness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery from any of the foregoing.
5. For a serious illness of a person in the employee's "immediate family" which requires the personal care and assistance to be provided by the employee requesting such leave.
6. "Immediate family" is defined as: A person related by blood, marriage, or adoption who is a spouse, domestic partner, son, daughter, sister, sister-in-law, brother, brother-in-law, mother, father, mother-in-law, father-in-law, grandfather or grandmother of either husband or wife, or any other relative residing in the employee's immediate household.

C. **Substantiating Sick Leave.** Department heads shall approve sick leave for the purposes mentioned in the above section. However, if in the opinion of the department head or Town Manager, there is a need for substantiating evidence or an investigation in regard to appropriate use of sick leave, he/she may require the employee to submit substantiating evidence including, but not limited to, a physician's certificate.

In cases of chronic absenteeism or medical work restrictions, the Town Manager may have an employee examined by a Town-selected physician. The Town shall pay the cost of any such medical exam.

D. **Transfer of Sick Leave.** When a regular employee is transferred to, or appointed to, another Town department, sick leave credit shall be assumed by the new department.

- E. **Rate of 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 October 20, 2011, sick leave may be accumulated to a maximum of one thousand and forty (1,040) hours. No sick leave shall be earned beyond one thousand and forty (1,040) hours. Employees with a sick leave balance over the new cap of 1,040 hours at the time of approval of this Memorandum shall have their balance grandfathered; provided however, no new sick leave accumulation shall be earned over 1,040 hours by such employees.
- F. **Exclusions.** No employee shall be entitled to sick leave while absent from duty on account of any of the following causes:
1. Sickness or injury resulting from outside employment (as evidenced by a contract or payroll documents or as adjudicated by the Worker's Compensation Appeals Board).
  2. Injury purposely self-inflicted but not as a result of any job-related condition.
- G. **Absence Paid by Worker's Compensation Insurance.** Regular employees in this unit shall receive the difference between the Worker's Compensation for the lost time and the employee's sick leave accrued with assurance of no loss of salary as long as a sick leave balance is available (except as provided by the State Labor Code). Employees must send payments received from Worker's Compensation to the Town to avoid double payments as long as regular salary is received from the Town.
- H. **Records.** Sick leave shall be certified by the department head to the Human Resources Manager as well as recording time in the timekeeping system. Payroll shall maintain complete and accurate sick leave records for all employees.
- I. **Loss of Sick Leave.** Any employee whose continuity of employment with the Town is broken for any reason shall lose his/her entitlement to any sick leave which has been accrued. However, when an employee is re-employed after a break in service resulting from layoff, leave of absence or military leave, such employee shall be credited with any unused or uncompensated sick leave which had accumulated prior to such break in service.

### 7.3 **VACATION LEAVE**

- A. **Eligibility.** All regular employees who are eligible for benefit under this

Memorandum are eligible to earn and accrue vacation leave.

B. **Rate of Accrual.**

1. Except as otherwise provided in this section, eligible employees who are in a full time paid status as defined in Section 6.1 shall earn vacation leave with pay at the following rate:

<b><u>Years of Service</u></b>	<b><u>Vacation Hours Accrued Annually</u></b>
0 - 4	80 Hours
5 - 9	120 Hours
10 & Over	200 Hours

Eligible employees who are not in a paid status of a full time during a pay period shall be credited with the appropriate prorated accrual based on the above hourly rates and actual hours in a paid status.

2. Employees who on December 31 of any year exceed the vacation accrual limit shall not earn vacation until the vacation accrual is reduced to the limit allowed.
- C. **Vacation Accrual During Probation.** New probationary employees during the first thirteen (13) pay periods of their probation period, shall accrue vacation, but shall not take vacation until after his/her thirteenth (13th) pay period.
- D. **Use of Vacation.** The time at which an employee may use his/her accrued vacation leave and the amount to be taken at any one time shall be determined by the department head with particular attention to the needs of the Town, but also as far as possible, considering the wishes of the employee. Employees shall not work for any other department of the Town during vacation leave.
- E. **Maximum Accumulation.** As of December 31 of each year an employee may carry over unused vacation leave to an equivalent of twice the employee's annual vacation rate.
- F. **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 that salary due to the decedent is paid.
- G. **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.

7.4 **LEAVES**

- A. **Family Medical Leave:** The Town will adhere to the provisions of the Family Medical Leave Act (FMLA) and other related federal, state, and local laws with regards to unpaid leaves of absence.

- B. Military Leave: An employee who is a member of the National Guard or any reserve component of the armed services of the U.S. shall be granted up to thirty (30) days per year of paid leave for any reserve training or active duty scheduled during the employee's regular work hours. When possible, the employees must give his/her supervisor forty-eight (48) hours advance notification of the need for such leave and must present a copy of the "notice" for such duty. All other military leaves shall be granted pursuant to the relevant state and federal statutes.
- C. 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 3 days of regularly scheduled work for each leave. "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, mother-in-law, father-in-law, 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.

A. **Family Medical Leave Act (FMLA)**

1. An unpaid leave of absence may be granted under the provisions of FMLA only if the employee has worked for the Town at least twelve (12) months including a minimum of 1,250 hours of paid service during the twelve (12) month period preceding the leave and the employee has used all accrued sick leave, and may use vacation or administrative leave balances.
2. Employees eligible for a (FMLA) leave may elect to take up to twelve (12) weeks of unpaid leave to attend to the birth or adoption of a child, to care for a seriously ill member of his immediate family or when the employee is unable to work because of his own serious medical condition.
3. 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 share of the premium.
4. 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.
5. An employee on FMLA is equally subject to layoffs as are others continuously employed by the Town.
6. The employee is required to give thirty (30) calendar days notice to the Town Council that a leave under the FMLA is being requested. If such an advance notice is not practical, the employee shall inform the Council of the need for leave as soon as possible.

7. If an employee requires a subsequent leave under FMLA, time worked will commence at the of the prior FMLA leave, with the same twelve (12) month 1,250 hours of paid service requirement between the two FMLA leaves.
8. Leaves must be applied for in writing to the Town Council with accompanying documentation and verification by the appropriate medical provider.

B. **Non Paid Medical Leave of Absence**

If a non-paid leave does not qualify under FMLA, the employee may request a non-paid leave of absence for medical reasons in accordance with the following:

1. The employee shall have used all accrued sick leave, vacation and administrative leave time balances.
2. Leaves of thirty (30) calendar days or less may be granted by the Town Manager. Leaves greater than 30 days require the prior approval of the Town Council.
3. A request for non-paid medical leave under the provisions of this section requires medical verification by the employee's medical provider and must be provided for in writing to the Town Manager.
4. The employee may continue in the Town health plans by advancing the full premium during the leave period.
5. The Town reserves the right to deny a non-paid leave and to deny the extension of such a leave.
6. An employee granted a leave under this provision is expected to return to his normally assigned duties upon the expiration of the leave. He is subject to layoffs as if he were working.
7. An employee unable to perform the essential functions of the job under provisions of the Americans with Disabilities Act may not be reinstated to Town employment.

**7. 5 JURY DUTY**

Any employee required to report for jury duty or to answer a subpoena as witness in his/her capacity as a Town employee, shall be granted a leave of absence with pay for actual time spent in court and in related travel, not to exceed the number of hours in the employees' normal work day and work week. Employees must notify his/her supervisor of the expected duration of the absence and must present to the department head official documents supporting such duty. An employee shall reimburse the Town for any jury service or witness fees received except for mileage or subsistence allowance. This section shall not apply to Grand Jury service.

## ARTICLE VIII. MEDICAL, LIFE AND DISABILITY INSURANCE PLANS

### 8.1 MEDICAL PLAN

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

B. Effective following approval of this Memorandum, the Town agrees to pay monthly a portion of the premiums for a medical plan, up to, but not exceeding, the following amounts.

	<u>Town Share</u>
Employee	\$433.73
Employee plus one	\$867.45
Employee plus two or more	\$1127.69

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

#### 8.1.1 DENTAL PLAN

Employees may choose to be covered under the Dental Plan in accordance with the plan carrier and Town regulations. Effective December 1, 2005, 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).

#### 8.1.2 VISION PLAN

Employees may choose to be covered under the Town's Vision plan in accordance with the plan carrier. The Town agrees to pay 80% of the premium for the vision plan. Employees electing coverage will pay 20% of the premium. The 80%-20% ratio shall apply for each of the tiers.

### 8.2 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) or choose a pay-in-lieu option subject to one of the following conditions:

1. An employee must submit proof of coverage under a qualified health plan, which must be accompanied by a signed health insurance waiver by January 1st of each year.
2. An employee must provide proof of coverage under the employee's retired health plan, which must be a qualified plan and a signed health insurance waiver by January 1st of each year to qualify for waiver from the Town medical plan requirements.

### 8.3 RETIREE MEDICAL PLAN

- 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 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 towards the medical plan premium not to exceed the Town contribution to the active "employee and spouse" rate as prescribed in Town Resolution and 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.
- D. The following Retiree Medical vesting schedule shall take effect February 1, 2011. For new employees hired after that date, CalPERS retiree and spouse medical benefits shall vest as follows and as is mandated by California Public Employees Retirement Law, Government Code Section 22893 (this vesting schedule represents time with a CalPERS agency, of which five (5) of those years must be completed with the Town of Paradise):
  - a. 50% vested – 10 years of service
  - b. 55% vested – 11 years of service
  - c. 60% vested – 12 years of service
  - d. 65% vested – 13 years of service
  - e. 70% vested – 14 years of service
  - f. 75% vested – 15 years of service
  - g. 80% vested – 16 years of service
  - h. 85% vested – 17 years of service
  - i. 90% vested – 18 years of service
  - j. 95% vested – 19 years of service
  - k. 100% vested – 20 years of service (100% employee/90% spouse of a premium amount set by the state pursuant to GCS20069 and GCS22871.) The Town shall have the right to reopen this section 8.3. D. of this Memorandum to meet and confer concerning the vesting schedule if there is any change to the vesting options in the Public Employees Retirement Law.

### 8.4 LONG-TERM DISABILITY INSURANCE

The Town will provide a long-term disability insurance policy with Mutual Benefit Life in the amount of two-thirds (2/3) of base salary. This coverage will be provided at no expense to the General employees and coverage will begin when hired, except when an individual, for underwriting reasons, is not able to obtain individual coverage.

**8.5 LIFE INSURANCE**

Town shall provide prepaid life insurance in an amount of one hundred thousand (\$100,000) dollars for each employee in the unit. Amount of life insurance coverage benefit shall be pro-rated by percentage of standard hours for benefited part-time employees.

**ARTICLE IX. SAFETY BENEFITS**

**9.1 SAFETY PROVISIONS**

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

**ARTICLE X. TOWN PERSONNEL RULES**

**10.1 PERSONNEL RULES**

Where benefits and working conditions are not specifically described in this MOU, those provided for by the Town of Paradise Personnel Rules shall apply. If they conflict with language contained in this MOU, this MOU shall have precedent.

In the event of proposed changes to Town Personnel Rules and Regulations, subject to meet and confer, the Union shall be advised in writing, for the purpose of enabling the Town and the Union to meet and consult as soon as possible with respect to any proposed changes.

**10.2 TERMS OF PROBATION**

Newly hired employees shall have a six (6) month probation period and shall be eligible for a step increase after one (1) year.

An employee promoted or reclassified to a class with a higher pay range shall have a new merit pay anniversary date effective the date of change. Promotional employees shall serve a six (6) month probationary period. An employee who is promoted and who has passed probation in their formerly held lower class, if rejected during the promotional probation period, shall have the right to return to their former class and pay status.

Employees rejected during the probation period shall have no right to appeal the rejection.

## ARTICLE XI. RETIREMENT AND OTHER BENEFIT PROGRAMS

### 11.1 RETIREMENT

- A. Effective January 1, 2011, The Town shall have a Two-Tiered Retirement Plan for Miscellaneous employees. These tiers shall consist of a two percent at age fifty five (2%@55) CALPERS plan and a two percent at age 60 (2%@60) CALPERS plan.
1. The Town shall provide for miscellaneous employees in the Association hired before February 14, 2011, the Public Employees Retirement System (PERS) two percent (2%) at fifty-five (55) retirement. The 2%@55 PERS plan shall also include the fourth level of 1959 Survivor Benefits (Section 21574). The 2%@55 PERS plan shall include the one-year final compensation program (Government Code Section 20042).
  2. The Town shall provide for Miscellaneous employees in the Association hired on and after February 14, 2011, The Public Employees Retirement System (PERS) plan at two (2%) at sixty (60) retirement. This 2%@60 PERS plan shall also include the fourth level of 1959 Survivor Benefits (Section 21574). This 2%@60 PERS plan shall include a three (3) year final compensation averaging.
- B. "PERS Swap". Effective September 27, 2010, employees shall pay the entire seven percent (7%) of the employee paid member contribution rate toward their respective PERS retirement plan. In consideration of this, and at the same time, the Town shall increase such employees' base pay by seven percent (7%). The Town of Paradise Salary Pay Plan was updated accordingly.

### 11.2 ON-CALL VEHICLE

The Town will provide a vehicle to employees while employees are "on-call," under a policy established by the Town Manager.

### 11.3 COMPUTER LOAN

The Town will establish a computer loan fund of ten thousand dollars (\$10,000) to provide for loans to purchase computers, effective on the effective date of this Memorandum of Understanding. This loan fund is limited to the use of Town employees and cannot exceed \$1,500 per employee.

**11.4 OVERTIME MEAL**

Effective April 28, 2009, an employee working 2 or more hours over scheduled hours with a 8 hour minimum continuous work shift, shall be eligible for a meal stipend of fifteen dollars (\$15.00). For example; an employee on a nine (9) hour shift would be eligible for the meal stipend when working eleven (11) or more hours on a continuous work shift. When the Town activates the EOC at level 2 and is providing meals, no meal allowances will be provided for that period of time.

**11.5 UNIFORM ALLOWANCE**

- A. Effective July 1, 2008, full-time Animal Control, Fire Prevention employees, and Community Service Officers will receive six hundred eighty two dollars (\$682.00) per year for the cost and maintenance of their uniform to be paid in 24 equal bi-weekly increments throughout the fiscal year.
- B. Field personnel will receive a three hundred dollar (\$300.00) annual boot allowance, for the purchase, use and maintenance of work boots, which meet the approval of the Town, to be paid in July of each year. Other positions may be considered based on the percentage of time they spend in the field and the safety risk on a case by case basis and approved by the Department head.
- C. Any allowances listed in the above section will be available to part-time employees covered under this MOU on a pro-rated basis.

**11.6 GYM REIMBURSEMENT**

The Town proposes 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 attendance to be eligible for reimbursement.

**ARTICLE XII. MANAGEMENT RIGHTS**

**12.1 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 XIII. GRIEVANCE PROCEDURE

### 13.1 GRIEVANCE DEFINITIONS

- A. **Grievance**. A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Memorandum which adversely affects the grievant.
- B. **Grievant**. A grievant is an employee in the unit who is filing a grievance as defined above. Alleged violations, misapplications, or misinterpretations which affect more than one employee in substantially similar manner may be consolidated at the discretion of management as a group grievance and thereafter represented by a single grievant.
- C. **Day**. Day shall mean a calendar day.

### 13.2 GRIEVANCE PROCESS

#### A. **Informal Level**

Within seven (7) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor. A supervisor shall have seven (7) days to give an answer to the employee.

#### B. **Formal Levels**

1. **Level 1**. If a grievant is not satisfied with the resolution proposed at the informal level, he/she may within fourteen (14) days of the receipt of such answer file a formal written grievance with his/her supervisor on a form containing a statement describing the grievance, the section of this Memorandum allegedly violated, and the remedy requested. The supervisor (or designee) shall, within seven (7) days thereafter give a written answer to the grievant on the form provided.
2. **Level 2**. If the grievant is not satisfied with the written answer from the supervisor, the grievant may within fourteen (14) days from the receipt of such answer, file a written appeal to the department head. Within fourteen (14) days of receipt of the written appeal, the department head or his/her designee shall investigate the grievance which may include a meeting with the concerned parties and give written answer to the grievant.

3. **Level 3.** If the grievant is not satisfied with the written answer from the department head, the grievant may, within fourteen (14) days from the receipt of such answer file a written appeal to the Town Manager. Within fourteen (14) days of receipt of the written appeal, the Town Manager or his/her designee shall investigate the grievance which shall include a meeting with the concerned parties and give written answer to the grievant.
4. **Level 4.** If the grievant is not satisfied with the written answer from the Town Manager, the grievant may, within fourteen (14) days from the receipt of such answer, file a written appeal to the Town Council. Within fourteen (14) days of receipt of the written appeal, the Town Manager or his/her designee shall schedule a personnel session with the concerned parties and the Town Council. The Town Council will conduct the hearing and render a decision which shall be final and binding on both parties.

### **13.3 GENERAL PROVISIONS**

- A. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
- B. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level.
- C. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
- D. Time limits and formal levels may be waived by mutual written consent of the parties.
- E. Proof of service shall be accomplished by certified mail or personal delivery.

## **ARTICLE XIV. EDUCATION REIMBURSEMENT**

### **14.1 EDUCATION REIMBURSEMENT**

The parties agree to establish an educational reimbursement program to be jointly administered by representatives of the Union and the Town.

- A. Eligible employees must be full-time or half time employees of the Town and a part of the General Employees Unit.
- B. The annual expenditures for this purpose shall not exceed \$2,500 in the aggregate for the unit or more than \$600 per student per fiscal year.
- C. Reimbursement shall be one hundred (100%) percent for job required class, seventy-five (75%) percent for job related classes and fifty (50%) percent for career related classes. Determination shall be made by the Town Manager. Approval should be requested prior to signing up for any courses so that the

employee will be aware of the amount of reimbursement.

- D. Before reimbursement is given, the employee must submit evidence that a grade of "C" or better has been earned in the course.
- E. The courses approved must be taken on the employee's own time.

## **ARTICLE XV. FULL UNDERSTANDING, MODIFICATION AND WAIVER**

### **15.1 FULL UNDERSTANDING**

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.

## **ARTICLE XVI. SAVINGS PROVISION**

### **16.1 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.

## **ARTICLE XVII. IMPLEMENTATION**

### **17.1 IMPLEMENTATION**

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

## **ARTICLE XVIII. PEACEFUL PERFORMANCE**

### **18.1 PEACEFUL PERFORMANCE**

The parties to this Memorandum recognize and acknowledge that the services performed by the Town employees covered by this Memorandum are essential to the public health, safety, and general welfare of the residents of this jurisdiction. Union

public health, safety, and general welfare of the residents of this jurisdiction. Union agrees that under no circumstances will the Union recommend, encourage, cause or permit its members to initiate, recognize, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as work stoppage), in any office or department of this jurisdiction, nor to curtail any work or restrict any production, or interfere with any operation of the Town. In the event of any such work stoppage by a member of the bargaining unit, the Town shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said work stoppage has ceased

**ARTICLE XIX. TERM**

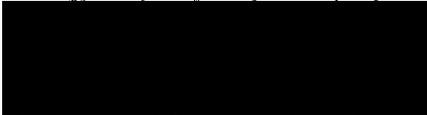
**19.1 TERM OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding shall be effective July 1, 2011 through June 30, 2013. After June 30, 2013, the Memorandum shall terminate. Until the Town and Association agree on the terms for a subsequent memorandum of understanding, or there is an impasse regarding a new memorandum of understanding, the terms of this Memorandum will remain in effect, except for those provisions which have been assigned expiration dates.

DATED: October 20, 2011



Town Representative



Town Manager



Union Representative



Union Representative

**TOWN OF PARADISE SALARY PAY PLAN**  
**Operating Engineers Local No. 3**  
**Exhibit "A"**

Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
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**COMMUNITY SERVICE OFFICER III**

Current - July 1, 2011 - October 23, 2011

HOURLY	40	16.97	17.82	18.71	19.65	20.63	21.66
BIWEEKLY	80	1,357.62	1,425.60	1,496.80	1,572.00	1,650.40	1,732.80
MONTHLY	173.3333	2,941.50	3,088.80	3,243.07	3,406.00	3,575.87	3,754.40
ANNUAL	2080	35,298.02	37,065.60	38,916.80	40,872.00	42,910.40	45,052.80

Effective October 24, 2011 - December 30, 2012

HOURLY	40	16.12	16.93	17.78	18.67	19.60	20.58
BIWEEKLY	80	1,289.74	1,354.40	1,422.40	1,493.60	1,568.00	1,646.40
MONTHLY	173.3333	2,794.43	2,934.53	3,081.87	3,236.13	3,397.33	3,567.20
ANNUAL	2080	33,533.14	35,214.40	36,982.40	38,833.60	40,768.00	42,806.40

Effective December 31, 2012 - June 30, 2013

HOURLY	40	16.97	17.82	18.71	19.65	20.63	21.66
BIWEEKLY	80	1,357.62	1,425.60	1,496.80	1,572.00	1,650.40	1,732.80
MONTHLY	173.3333	2,941.50	3,088.80	3,243.07	3,406.00	3,575.87	3,754.40
ANNUAL	2080	35,298.02	37,065.60	38,916.80	40,872.00	42,910.40	45,052.80

**TOWN OF PARADISE SALARY PAY PLAN**  
**Operating Engineers Local No. 3**  
**Exhibit "A"**

<b>Position Title</b>	<b>Hours/Week</b>	<b>A Step</b>	<b>B Step</b>	<b>C Step</b>	<b>D Step</b>	<b>E Step</b>	<b>F Step</b>
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**COMMUNITY SERVICE OFFICER II**

Current July 1, 2011 - October 23, 2011

HOURLY	36	13.35	14.02	14.72	15.46	16.23	17.04
BIWEEKLY	72	961.46	1,121.60	1,177.60	1,236.80	1,298.40	1,363.20
MONTHLY	156	2,083.16	2,187.12	2,296.32	2,411.76	2,531.88	2,658.24
ANNUAL	1872	24,997.94	26,245.44	27,555.84	28,941.12	30,382.56	31,898.88

Effective October 24, 2011 - December 30, 2012

HOURLY	36	12.69	13.32	13.99	14.69	15.42	16.19
BIWEEKLY	72	913.38	1,065.60	1,119.20	1,175.20	1,233.60	1,295.20
MONTHLY	156	1,979.00	2,077.92	2,182.44	2,291.64	2,405.52	2,525.64
ANNUAL	1872	23,748.00	24,935.04	26,189.28	27,499.68	28,866.24	30,307.68

Effective December 31, 2012 - June 30, 2013

HOURLY	36	13.35	14.02	14.72	15.46	16.23	17.04
BIWEEKLY	72	961.46	1,121.60	1,177.60	1,236.80	1,298.40	1,363.20
MONTHLY	156	2,083.16	2,187.12	2,296.32	2,411.76	2,531.88	2,658.24
ANNUAL	1872	24,997.94	26,245.44	27,555.84	28,941.12	30,382.56	31,898.88

**ANIMAL CONTROL SUPERVISOR**

Current - July 1, 2011 - October 23, 2011

HOURLY	40	15.92	16.72	17.56	18.44	19.36	20.33
BIWEEKLY	80	1,273.73	1,337.60	1,404.80	1,475.20	1,548.80	1,626.40
MONTHLY	173.3333	2,759.74	2,898.13	3,043.73	3,196.27	3,355.73	3,523.87
ANNUAL	2080	33,116.93	34,777.60	36,524.80	38,355.20	40,268.80	42,286.40

Effective October 24, 2011 - October 27, 2011

HOURLY	40	15.13	15.88	16.67	17.50	18.38	19.30
BIWEEKLY	80	1,210.04	1,270.40	1,333.60	1,400.00	1,470.40	1,544.00
MONTHLY	173.3333	2,621.75	2,752.53	2,889.47	3,033.33	3,185.87	3,345.33
ANNUAL	2080	31,461.04	33,030.40	34,673.60	36,400.00	38,230.40	40,144.00

**TOWN OF PARADISE SALARY PAY PLAN**  
**Operating Engineers Local No. 3**  
**Exhibit "A"**

<b>Position Title</b>	<b>Hours/Week</b>	<b>A Step</b>	<b>B Step</b>	<b>C Step</b>	<b>D Step</b>	<b>E Step</b>	<b>F Step</b>
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**OFFICE ASSISTANT III (ANIMAL CONTROL)**

Current - July 1, 2011 - September 25, 2011

HOURLY	26	12.23	12.84	13.48	14.15	14.86	15.60
BIWEEKLY	52	635.97	667.68	700.96	735.80	772.72	811.20
MONTHLY	112.6667	1,377.92	1,446.64	1,518.75	1,594.23	1,674.23	1,757.60
ANNUAL	1352	16,535.10	17,359.68	18,224.96	19,130.80	20,090.72	21,091.20

Effective - September 26, 2011

HOURLY	18	12.23	12.84	13.48	14.15	14.86	15.60
BIWEEKLY	36	440.28	462.24	485.28	509.40	534.96	561.60
MONTHLY	78	953.95	1,001.52	1,051.44	1,103.70	1,159.08	1,216.80
ANNUAL	936	11,447.37	12,018.24	12,617.28	13,244.40	13,908.96	14,601.60

**ANIMAL CONTROL OFFICER**

Current - July 1, 2011 - October 23, 2011

HOURLY	36	13.10	13.75	14.44	15.16	15.92	16.72
BIWEEKLY	72	942.97	990.00	1,039.68	1,091.52	1,146.24	1,203.84
MONTHLY	156	2,043.10	2,145.00	2,252.64	2,364.96	2,483.52	2,608.32
ANNUAL	1872	24,517.21	25,740.00	27,031.68	28,379.52	29,802.24	31,299.84

Effective October 23, 2011 - December 30, 2012

HOURLY	36	12.44	13.06	13.71	14.40	15.12	15.88
BIWEEKLY	72	895.82	940.32	987.12	1,036.80	1,088.64	1,143.36
MONTHLY	156	1,940.95	2,037.36	2,138.76	2,246.40	2,358.72	2,477.28
ANNUAL	1872	23,291.42	24,448.32	25,665.12	26,956.80	28,304.64	29,727.36

Effective December 31, 2012 - June 30, 2013

HOURLY	36	13.10	13.75	14.44	15.16	15.92	16.72
BIWEEKLY	72	942.97	990.00	1,039.68	1,091.52	1,146.24	1,203.84
MONTHLY	156	2,043.10	2,145.00	2,252.64	2,364.96	2,483.52	2,608.32
ANNUAL	1872	24,517.21	25,740.00	27,031.68	28,379.52	29,802.24	31,299.84

**TOWN OF PARADISE SALARY PAY PLAN**  
**Operating Engineers Local No. 3**  
**Exhibit "A"**

<b>Position Title</b>	<b>Hours/Week</b>	<b>A Step</b>	<b>B Step</b>	<b>C Step</b>	<b>D Step</b>	<b>E Step</b>	<b>F Step</b>
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**ADMINISTRATIVE ASSISTANT II (FIRE)**

Current - July 1, 2011 - October 23, 2011

HOURLY	24	14.85	15.59	16.37	17.19	18.05	18.95
BIWEEKLY	48	712.88	748.32	785.76	825.12	866.40	909.60
MONTHLY	104	1,544.57	1,621.36	1,702.48	1,787.76	1,877.20	1,970.80
ANNUAL	1248	18,534.80	19,456.32	20,429.76	21,453.12	22,526.40	23,649.60

Effective October 24, 2011 - December 30, 2012

HOURLY	24	14.11	14.81	15.55	16.33	17.15	18.01
BIWEEKLY	48	677.23	710.88	746.40	783.84	823.20	864.48
MONTHLY	104	1,467.34	1,540.24	1,617.20	1,698.32	1,783.60	1,873.04
ANNUAL	1248	17,608.03	18,482.88	19,406.40	20,379.84	21,403.20	22,476.48

Effective December 31, 2012 - June 30, 2013

HOURLY	24	14.85	15.59	16.37	17.19	18.05	18.95
BIWEEKLY	48	712.88	748.32	785.76	825.12	866.40	909.60
MONTHLY	104	1,544.57	1,621.36	1,702.48	1,787.76	1,877.20	1,970.80
ANNUAL	1248	18,534.80	19,456.32	20,429.76	21,453.12	22,526.40	23,649.60

**ASSISTANT PLANNER**

Current - July 1, 2011 - October 23, 2011

HOURLY	40	18.96	19.91	20.91	21.96	23.06	24.21
BIWEEKLY	80	1,516.80	1,592.80	1,672.80	1,756.80	1,844.80	1,936.80
MONTHLY	173.3333	3,286.40	3,451.07	3,624.40	3,806.40	3,997.07	4,196.40
ANNUAL	2080	39,436.80	41,412.80	43,492.80	45,676.80	47,964.80	50,356.80

Effective October 24, 2011 - December 30, 2012

HOURLY	40	18.01	18.91	19.86	20.85	21.89	22.98
BIWEEKLY	80	1,440.96	1,512.80	1,588.80	1,668.00	1,751.20	1,838.40
MONTHLY	173.3333	3,122.08	3,277.73	3,442.40	3,614.00	3,794.27	3,983.20
ANNUAL	2080	37,464.96	39,332.80	41,308.80	43,368.00	45,531.20	47,798.40

Effective December 31, 2012 - June 30, 2013

HOURLY	40	18.96	19.91	20.91	21.96	23.06	24.21
BIWEEKLY	80	1,516.80	1,592.80	1,672.80	1,756.80	1,844.80	1,936.80
MONTHLY	173.3333	3,286.40	3,451.07	3,624.40	3,806.40	3,997.07	4,196.40
ANNUAL	2080	39,436.80	41,412.80	43,492.80	45,676.80	47,964.80	50,356.80

**TOWN OF PARADISE SALARY PAY PLAN**  
**Operating Engineers Local No. 3**  
**Exhibit "A"**

<b>Position Title</b>	<b>Hours/Week</b>	<b>A Step</b>	<b>B Step</b>	<b>C Step</b>	<b>D Step</b>	<b>E Step</b>	<b>F Step</b>
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**SENIOR CODE ENFORCEMENT OFFICER**

Current - July 1, 2011 - October 23, 2011

HOURLY	32	21.42	22.49	23.61	24.79	26.03	27.33
BIWEEKLY	64	1,370.97	1,439.36	1,511.04	1,586.56	1,665.92	1,749.12
MONTHLY	138.6667	2,970.43	3,118.61	3,273.92	3,437.55	3,609.49	3,789.76
ANNUAL	1664	35,645.21	37,423.36	39,287.04	41,250.56	43,313.92	45,477.12

Effective October 24, 2011 - December 30, 2012

HOURLY	32	20.35	21.37	22.44	23.56	24.74	25.98
BIWEEKLY	64	1,302.42	1,367.68	1,436.16	1,507.84	1,583.36	1,662.72
MONTHLY	138.6667	2,821.91	2,963.31	3,111.68	3,266.99	3,430.61	3,602.56
ANNUAL	1664	33,862.90	35,559.68	37,340.16	39,203.84	41,167.36	43,230.72

Effective December 31, 2012 - June 30, 2013

HOURLY	32	21.42	22.49	23.61	24.79	26.03	27.33
BIWEEKLY	64	1,370.97	1,439.36	1,511.04	1,586.56	1,665.92	1,749.12
MONTHLY	138.6667	2,970.43	3,118.61	3,273.92	3,437.55	3,609.49	3,789.76
ANNUAL	1664	35,645.21	37,423.36	39,287.04	41,250.56	43,313.92	45,477.12

**SENIOR BUILDING PERMIT TECHNICIAN**

Current - July 1, 2011 - October 23, 2011

HOURLY	36	15.53	16.31	17.13	17.99	18.89	19.83
BIWEEKLY	72	1,118.16	1,174.32	1,233.36	1,295.28	1,360.08	1,427.76
MONTHLY	156	2,422.68	2,544.36	2,672.28	2,806.44	2,946.84	3,093.48
ANNUAL	1872	29,072.16	30,532.32	32,067.36	33,677.28	35,362.08	37,121.76

Effective October 24, 2011 - December 30, 2012

HOURLY	36	14.75	15.49	16.26	17.07	17.92	18.82
BIWEEKLY	72	1,062.25	1,115.28	1,170.72	1,229.04	1,290.24	1,355.04
MONTHLY	156	2,301.55	2,416.44	2,536.56	2,662.92	2,795.52	2,935.92
ANNUAL	1872	27,618.55	28,997.28	30,438.72	31,955.04	33,546.24	35,231.04

Effective December 31, 2012 - June 30, 2013

HOURLY	36	15.53	16.31	17.13	17.99	18.89	19.83
BIWEEKLY	72	1,118.16	1,174.32	1,233.36	1,295.28	1,360.08	1,427.76
MONTHLY	156	2,422.68	2,544.36	2,672.28	2,806.44	2,946.84	3,093.48
ANNUAL	1872	29,072.16	30,532.32	32,067.36	33,677.28	35,362.08	37,121.76

**CONSTRUCTION INSPECTOR**

Current July 1, 2011 - October 23, 2011

HOURLY	40	15.69	16.47	17.29	18.15	19.06	20.01
BIWEEKLY	80	1,254.90	1,317.60	1,383.20	1,452.00	1,524.80	1,600.80

**TOWN OF PARADISE SALARY PAY PLAN**  
**Operating Engineers Local No. 3**  
**Exhibit "A"**

<b>Position Title</b>	<b>Hours/Week</b>		<b>A Step</b>	<b>B Step</b>	<b>C Step</b>	<b>D Step</b>	<b>E Step</b>	<b>F Step</b>
MONTHLY	173.3333		2,718.94	2,854.80	2,996.93	3,146.00	3,303.73	3,468.40
ANNUAL	2080		32,627.30	34,257.60	35,963.20	37,752.00	39,644.80	41,620.80

Effective October 24, 2011 - December 30, 2012

HOURLY	40		14.90	15.65	16.43	17.25	18.11	19.02
BIWEEKLY	80		1,192.15	1,252.00	1,314.40	1,380.00	1,448.80	1,521.60
MONTHLY	173.3333		2,583.00	2,712.67	2,847.87	2,990.00	3,139.07	3,296.80
ANNUAL	2080		30,995.95	32,552.00	34,174.40	35,880.00	37,668.80	39,561.60

Effective December 31, 2012 - June 30, 2013

HOURLY	40		15.69	16.47	17.29	18.15	19.06	20.01
BIWEEKLY	80		1,254.90	1,317.60	1,383.20	1,452.00	1,524.80	1,600.80
MONTHLY	173.3333		2,718.94	2,854.80	2,996.93	3,146.00	3,303.73	3,468.40
ANNUAL	2080		32,627.30	34,257.60	35,963.20	37,752.00	39,644.80	41,620.80

**TOWN OF PARADISE SALARY PAY PLAN**  
**Operating Engineers Local No. 3**  
**Exhibit "A"**

<b>Position Title</b>	<b>Hours/Week</b>	<b>A Step</b>	<b>B Step</b>	<b>C Step</b>	<b>D Step</b>	<b>E Step</b>	<b>F Step</b>
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**PUBLIC WORKS MAINTENANCE WORKER I**

Current July 1, 2011 - October 23, 2011

HOURLY	40	14.12	14.83	15.57	16.35	17.17	18.03
BIWEEKLY	80	1,129.92	1,186.40	1,245.60	1,308.00	1,373.60	1,442.40
MONTHLY	173.3333	2,448.16	2,570.53	2,698.80	2,834.00	2,976.13	3,125.20
ANNUAL	2080	29,377.92	30,846.40	32,385.60	34,008.00	35,713.60	37,502.40

Effective October 24, 2011 - December 30, 2012

HOURLY	40	13.42	14.09	14.79	15.53	16.31	17.13
BIWEEKLY	80	1,073.42	1,127.20	1,183.20	1,242.40	1,304.80	1,370.40
MONTHLY	173.3333	2,325.75	2,442.27	2,563.60	2,691.87	2,827.07	2,969.20
ANNUAL	2080	27,909.02	29,307.20	30,763.20	32,302.40	33,924.80	35,630.40

Effective December 31, 2012 - June 30, 2013

HOURLY	40	14.12	14.83	15.57	16.35	17.17	18.03
BIWEEKLY	80	1,129.92	1,186.40	1,245.60	1,308.00	1,373.60	1,442.40
MONTHLY	173.3333	2,448.16	2,570.53	2,698.80	2,834.00	2,976.13	3,125.20
ANNUAL	2080	29,377.92	30,846.40	32,385.60	34,008.00	35,713.60	37,502.40

**PUBLIC WORKS MAINTENANCE WORKER II**

Current - July 1, 2011 - October 23, 2011

HOURLY	40	14.84	15.58	16.36	17.18	18.04	18.94
BIWEEKLY	80	1,187.27	1,246.40	1,308.80	1,374.40	1,443.20	1,515.20
MONTHLY	173.3333	2,572.42	2,700.53	2,835.73	2,977.87	3,126.93	3,282.93
ANNUAL	2080	30,869.07	32,406.40	34,028.80	35,734.40	37,523.20	39,395.20

Effective October 24, 2011 - December 30, 2012

HOURLY	40	14.10	14.80	15.54	16.32	17.14	18.00
BIWEEKLY	80	1,127.91	1,184.00	1,243.20	1,305.60	1,371.20	1,440.00
MONTHLY	173.3333	2,443.81	2,565.33	2,693.60	2,828.80	2,970.93	3,120.00
ANNUAL	2080	29,325.71	30,784.00	32,323.20	33,945.60	35,651.20	37,440.00

Effective December 31, 2012 - June 30, 2013

HOURLY	40	14.84	15.58	16.36	17.18	18.04	18.94
BIWEEKLY	80	1,187.27	1,246.40	1,308.80	1,374.40	1,443.20	1,515.20
MONTHLY	173.3333	2,572.42	2,700.53	2,835.73	2,977.87	3,126.93	3,282.93
ANNUAL	2080	30,869.07	32,406.40	34,028.80	35,734.40	37,523.20	39,395.20

**TOWN OF PARADISE SALARY PAY PLAN**  
**Operating Engineers Local No. 3**  
**Exhibit "A"**

<b>Position Title</b>	<b>Hours/Week</b>	<b>A Step</b>	<b>B Step</b>	<b>C Step</b>	<b>D Step</b>	<b>E Step</b>	<b>F Step</b>
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**PUBLIC WORKS MAINTENANCE WORKER III**

Current - July 1, 2011 - October 23, 2011

HOURLY	40	16.37	17.19	18.05	18.95	19.90	20.90
BIWEEKLY	80	1,309.68	1,375.20	1,444.00	1,516.00	1,592.00	1,672.00
MONTHLY	173.3333	2,837.64	2,979.60	3,128.67	3,284.67	3,449.33	3,622.67
ANNUAL	2080	34,051.68	35,755.20	37,544.00	39,416.00	41,392.00	43,472.00

Effective October 24, 2011 - December 30, 2012

HOURLY	40	15.55	16.33	17.15	18.01	18.91	19.86
BIWEEKLY	80	1,244.20	1,306.40	1,372.00	1,440.80	1,512.80	1,588.80
MONTHLY	173.3333	2,695.77	2,830.53	2,972.67	3,121.73	3,277.73	3,442.40
ANNUAL	2080	32,349.20	33,966.40	35,672.00	37,460.80	39,332.80	41,308.80

Effective December 31, 2012 - June 30, 2013

HOURLY	40	16.37	17.19	18.05	18.95	19.90	20.90
BIWEEKLY	80	1,309.68	1,375.20	1,444.00	1,516.00	1,592.00	1,672.00
MONTHLY	173.3333	2,837.64	2,979.60	3,128.67	3,284.67	3,449.33	3,622.67
ANNUAL	2080	34,051.68	35,755.20	37,544.00	39,416.00	41,392.00	43,472.00

**ENVIRONMENTAL SERVICES SPECIALIST**

Current - July 1, 2011 - October 23, 2011

HOURLY	40	15.53	16.30	17.12	17.98	18.88	19.82
BIWEEKLY	80	1,242.06	1,304.00	1,369.60	1,438.40	1,510.40	1,585.60
MONTHLY	173.3333	2,691.12	2,825.33	2,967.47	3,116.53	3,272.53	3,435.47
ANNUAL	2080	32,293.46	33,904.00	35,609.60	37,398.40	39,270.40	41,225.60

Effective October 24, 2011 - December 30, 2012

HOURLY	40	14.75	15.49	16.26	17.07	17.92	18.82
BIWEEKLY	80	1,179.95	1,239.20	1,300.80	1,365.60	1,433.60	1,505.60
MONTHLY	173.3333	2,556.56	2,684.93	2,818.40	2,958.80	3,106.13	3,262.13
ANNUAL	2080	30,678.75	32,219.20	33,820.80	35,505.60	37,273.60	39,145.60

Effective December 31, 2012 - June 30, 2013

HOURLY	40	15.53	16.30	17.12	17.98	18.88	19.82
BIWEEKLY	80	1,242.06	1,304.00	1,369.60	1,438.40	1,510.40	1,585.60
MONTHLY	173.3333	2,691.12	2,825.33	2,967.47	3,116.53	3,272.53	3,435.47
ANNUAL	2080	32,293.46	33,904.00	35,609.60	37,398.40	39,270.40	41,225.60

**ADMINISTRATIVE ANALYST (BUSINESS & HOUSING)**

Current - July 1, 2011 - October 23, 2011

HOURLY	40	15.14	15.90	16.70	17.54	18.42	19.34
BIWEEKLY	80	1,211.24	1,272.00	1,336.00	1,403.20	1,473.60	1,547.20

**TOWN OF PARADISE SALARY PAY PLAN**  
**Operating Engineers Local No. 3**  
**Exhibit "A"**

<b>Position Title</b>	<b>Hours/Week</b>		<b>A Step</b>	<b>B Step</b>	<b>C Step</b>	<b>D Step</b>	<b>E Step</b>	<b>F Step</b>
MONTHLY	173.3333		2,624.35	2,756.00	2,894.67	3,040.27	3,192.80	3,352.27
ANNUAL	2080		31,492.24	33,072.00	34,736.00	36,483.20	38,313.60	40,227.20

Effective October 24, 2011 - December 30, 2012

HOURLY	40		14.38	15.10	15.86	16.65	17.48	18.35
BIWEEKLY	80		1,150.68	1,208.00	1,268.80	1,332.00	1,398.40	1,468.00
MONTHLY	173.3333		2,493.14	2,617.33	2,749.07	2,886.00	3,029.87	3,180.67
ANNUAL	2080		29,917.68	31,408.00	32,988.80	34,632.00	36,358.40	38,168.00

Effective December 31, 2012 - June 30, 2013

HOURLY	40		15.14	15.90	16.70	17.54	18.42	19.34
BIWEEKLY	80		1,211.24	1,272.00	1,336.00	1,403.20	1,473.60	1,547.20
MONTHLY	173.3333		2,624.35	2,756.00	2,894.67	3,040.27	3,192.80	3,352.27
ANNUAL	2080		31,492.24	33,072.00	34,736.00	36,483.20	38,313.60	40,227.20

**TOWN OF PARADISE SALARY PAY PLAN**  
**Operating Engineers Local No. 3**  
**Exhibit "A"**

<b>Position Title</b>	<b>Hours/Week</b>	<b>A Step</b>	<b>B Step</b>	<b>C Step</b>	<b>D Step</b>	<b>E Step</b>	<b>F Step</b>
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**HOUSING COORDINATOR**

Current - July 1, 2011 - October 23, 2011

HOURLY	36	16.81	17.65	18.53	19.46	20.43	21.45
BIWEEKLY	72	1,210.30	1,270.80	1,334.16	1,401.12	1,470.96	1,544.40
MONTHLY	156	2,622.31	2,753.40	2,890.68	3,035.76	3,187.08	3,346.20
ANNUAL	1872	31,467.76	33,040.80	34,688.16	36,429.12	38,244.96	40,154.40

Effective October 24, 2011 - December 30, 2012

HOURLY	36	15.97	16.77	17.61	18.49	19.41	20.38
BIWEEKLY	72	1,149.78	1,207.44	1,267.92	1,331.28	1,397.52	1,467.36
MONTHLY	156	2,491.20	2,616.12	2,747.16	2,884.44	3,027.96	3,179.28
ANNUAL	1872	29,894.34	31,393.44	32,965.92	34,613.28	36,335.52	38,151.36

Effective December 31, 2012 - June 30, 2013

HOURLY	36	16.81	17.65	18.53	19.46	20.43	21.45
BIWEEKLY	72	1,210.30	1,270.80	1,334.16	1,401.12	1,470.96	1,544.40
MONTHLY	156	2,622.31	2,753.40	2,890.68	3,035.76	3,187.08	3,346.20
ANNUAL	1872	31,467.76	33,040.80	34,688.16	36,429.12	38,244.96	40,154.40