

TOWN OF PARADISE

RESOLUTION NO. 11- 52

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE ADOPTING
RESOLUTION 11- 52 ; A RESOLUTION APPROVING THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE TOWN OF PARADISE AND THE TOWN OF PARADISE
MANAGEMENT GROUP
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 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 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.

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Resolution Approving The Amended Memorandum Of Understanding Covering The Period From July 1, 2011 through June 30, 2013 Between The Town Of Paradise And The Town Of Paradise Management Group.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 6th day of December, 2011, by the following vote:

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

NOES: None

ABSENT: None

NOT VOTING: None


Steve "Woody" Culleton, Mayor

ATTEST: 12-8-2011

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
MANAGEMENT
GROUP**



July 1, 2011 THROUGH JUNE 30, 2013
ADOPTED BY TOWN COUNCIL: December 6, 2011
RESOLUTION NO. 11 - 52

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

JULY 1, 2011 THROUGH 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 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.

ARTICLE I. PREAMBLE

1.1 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.

1.2 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.

ARTICLE II. RECOGNITION

2.1 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 / Bus & Housing Services Dir. / Asst. RDA Dir.
Community Development Director

Finance Director
Fire Chief
Human Resources & Risk Manager (presently filled through 960 contract)
Public Works Director/Town Engineer
Police Chief

ARTICLE III. WAGES

3.1 WAGES

- A. The 2011-12 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.

3.2 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 IV. WORKING CONDITIONS

4.1 WORK SCHEDULES

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

4.2 MANAGEMENT ADMINISTRATIVE LEAVE & DECLARED EMERGENCY COMPENSATION

- A. 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). Except as provided in Section 4.2.B below, such employee will then be paid for any unused leave at the end of the fiscal year.
- B. Management employees newly hired to the Town after December 18, 2011, shall be eligible to receive one hundred twenty (120) hours of Administrative Leave in a fiscal year; provided, however, there shall be no payout provision for unused Administrative Leave for management employees hired after December 18, 2011. For such employees, any unused Administrative Leave during a fiscal year shall be forfeited.
- C. 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 forty (40) in a work week.

4.3 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.

ARTICLE V. PAID LEAVES

5.1 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	Thursday or Friday Town designates

Pre/Post Christmas Day*	*see below
Christmas Day	December 25th
Two (2) Floating Holidays	To be taken at employee's discretion

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.

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, 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 fall 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.

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

The Police Chief and Fire Chief shall be paid for thirteen (13) holidays per year in lieu of a day off. Recognized holidays are: New Year's Day, Martin Luther King Birthday, Washington's Birthday, Memorial Day, Independence Day, Admission Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, Pre/Post Christmas Day, Christmas Day, a floating holiday, and any other day proclaimed by the President and/or Governor as a public holiday, day of mourning or day of thanksgiving. Six holidays shall be paid on the first payday in June, and seven holidays shall be paid on the first payday in December. Any other day proclaimed by the President and/or Governor as a public holiday, day of mourning or day of thanksgiving shall be paid on the following payday. Full-time probationary employees shall be paid for holidays on a pro-rated basis based upon their date of hire and number of holidays earned there from.

5.2 SICK LEAVE

- A. **Rate of Accrual.** Paid sick leave shall accrue as follows:
1. Eight (8) hours per month for full-time employees.
 2. No sick leave credit shall be earned when an employee is on leave without pay.
 3. 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.

5.3 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 times 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.

5.4 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.

5.5 FAMILY MEDICAL LEAVE ACT

- A. 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. 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 or 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 healthcare provider and must be provided for to the Town Manager in writing.
4. The employee may continue in the Town health plans by advancing their 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 their normally assigned duties upon the expiration of the leave. They are subject to layoffs as if they 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.

ARTICLE VI. MEDICAL, LIFE AND DISABILITY INSURANCE PLANS

6.1 MEDICAL PLAN

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

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.

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

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

6.1.1 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 will exist for each of the tiers (employee only, employee plus one, and employee plus family).

Any increase in the dental plan premium 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.

6.1.2 VISION PLAN

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.

6.2 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) 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.

6.3 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 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.
- D. Town agrees that for new employees, hired after February 1, 2011, their CalPERS retiree and spouse medical benefits shall vest as follows which is based on 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 as a Town of Paradise employee):

50% vested – 10 years of service
55% vested – 11 years of service
60% vested – 12 years of service
65% vested – 13 years of service
70% vested – 14 years of service

75% vested – 15 years of service
80% vested – 16 years of service
85% vested – 17 years of service
90% vested – 18 years of service
95% vested – 19 years of service
100% vested – 20 years of service
(100% employee/90% spouse of a premium amount set by the state pursuant to Government Code Section 20069 and Government Code Section 22871.)

6.4 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.

6.5 LIFE INSURANCE

The Town shall provide prepaid life insurance in the amount of one hundred fifty thousand dollars (\$150,000.00) for the members in this group.

6.6 PUBLIC EMPLOYEE UNEMPLOYMENT INSURANCE

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

6.7 WORKERS COMPENSATION INSURANCE

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

ARTICLE VII. SAFETY BENEFITS

7.1 SAFETY PROVISIONS

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

ARTICLE VIII. TERMS OF EMPLOYMENT

8.1 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. Promotional employees shall serve 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.

8.2 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 4, 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 3.1, 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.

8.3 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. The following activities or conditions shall constitute grounds for termination for cause:
 - a. Malfeasance.
 - b. Dishonesty.
 - c. Failure to perform duties of Group member at a level that meets requirements.
 - d. Physical or mental incapacity to perform the duties the Group member is assigned to perform.
 - e. Insubordination.

- f. Failure to comply with Town's ordinances, policies and regulations or with applicable state or federal laws and regulations.
 - g. Abuse of any Town personnel.
- B. In the event Group member is terminated with cause as set forth in paragraph A 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.
- C. In the event Group member voluntarily resigns his 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 IX. RETIREMENT AND OTHER BENEFIT PROGRAMS

9.1 RETIREMENT

A. 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. TIER ONE of PERS retirement plan for Management Group employees hired before February 14, 2011, as follows:

1. 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. The Town's PERS plan also includes the fourth level of 1959 Survivor Benefits (Section 21574).
2. The Town 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. Commencing December 19, 2011 to July 30, 2013, the miscellaneous Management Group members shall pay four percent (4%) of their respective Employee Contribution towards PERS retirement. Also commencing December 19, 2011 to July 30, 2013, the safety management group members shall pay five percent (5%) of their respective Employee Contribution towards PERS retirement.

3. The PERS plan shall include the one-year final compensation retirement benefit (Section 20042) for both public safety and miscellaneous employees.
4. 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

TIER TWO of PERS retirement plan for Management Group members hired after February 14, 2011, as follows:

1. The Town participates in the Public Employee Retirement System (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. The Town's PERS plan also includes the fourth level of 1959 Survivor Benefits (Section 21574).
5. The Town 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. Commencing December 19, 2011 to July 30, 2013, the miscellaneous Management Group members shall pay four percent (4%) of their respective Employee Contribution towards PERS retirement. Also commencing December 19, 2011 to July 30, 2013, the safety management group members shall pay five percent (5%) of their respective Employee Contribution towards PERS retirement.
2. The PERS plan shall include a three year final compensation retirement benefit (Government Code Section 20037) for both public safety and miscellaneous employees.
3. 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

9.2 COMPUTER LOAN PROGRAM

The Town has established a □computer loan fund of ten thousand (\$10,000) dollars to provide 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 percent (3-1/2%) 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.

9.3 UNIFORM ALLOWANCE

The Police Chief and Fire Chief shall receive a five hundred dollar (\$500.00) annual allowance to be applied towards the cost of uniform and equipment maintenance expenses and replacement of uniforms due to normal wear.

9.4 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 based 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 five (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.

ARTICLE X. MANAGEMENT RIGHTS

10.1 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 XI. EDUCATION REIMBURSEMENT

11.1 PURPOSE

To provide incentive and compensation for furthering the education of the Management team at the Town of Paradise.

11.2 EDUCATION REIMBURSEMENT

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.

11.3 EDUCATION INCENTIVE PAY FOR THE POLICE CHIEF

- A. The Police Chief shall receive education incentive pay as follows effective July 1, 2006:
- B. An additional one dollar (\$1.00) per month for each unit successfully completed up to a maximum of one hundred sixty-five (165) units.
- C. An additional fifty-five dollars (\$55.00) per month for having been awarded an intermediate certificate from the Commission of Peace Officers Standards and Training of California.
- D. An additional thirty dollars (\$30.00) per month for having been awarded an advanced certificate from the Commission on Peace Officers Standards and training of California.

E. There shall be a maximum amount of two hundred and fifty dollars (\$250.00) one hundred and fifty dollars (\$150.00) per month for education incentive pay.

11.4 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 XII. FULL UNDERSTANDING, MODIFICATION AND WAIVER

12.1 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.

ARTICLE XIII. SAVINGS PROVISION

13.1 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 XIV. IMPLEMENTATION

14.1 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.

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ARTICLE XV. TERM AND OPENING

15.1 TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be effective as of July 1, 2011 and shall remain in full force and effect to, and including June 30, 2013. After June 30, 2013, 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 expiration dates.

DATED: 12/6/11

Town Representative

[Redacted Signature]

Town Manager

Group Representative(s)

[Redacted Signature]

Assistant Town Manager

[Redacted Signature]

Police Chief

[Redacted Signature]

Finance Director

[Redacted Signature]

Community Development Director

Currently vacant

Public Works Director/Town Engineer

Currently filled with Cal Fire contract

Fire Chief