

**TOWN OF PARADISE
RESOLUTION NO. 10-35**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE RECINDING
RESOLUTION NO. 06-46 AND ADOPTING RESOLUTION 10-35; A RESOLUTION
ADOPTING THE AMENDED MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF PARADISE AND
THE TOWN OF PARADISE CONFIDENTIAL MID-MANAGEMENT ASSOCIATION
COVERING THE PERIOD FROM JULY 1, 2010 TO JUNE 30, 2011**

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 Confidential and Mid-Management Association, and they
have so met.

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

Section 1. That the attached Memorandum of Understanding between the Town and the Town
of Paradise Confidential and Mid-Management Association is approved for execution by the
Town Manager.

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

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Resolution 10-35

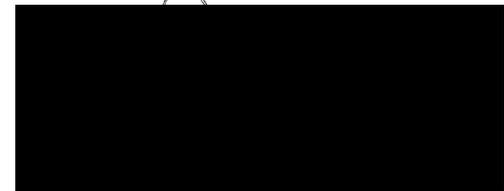
PASSED AND ADOPTED by the Town Council of the Town of Paradise this 14th day of September, 2010, by the following vote:

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

NOES: None

ABSENT: Frankie Rutledge

NOT VOTING: None



Scott Lotter, Mayor

ATTEST:

By: 
Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:


Dwight L. Moore, Town Attorney

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF PARADISE
AND
THE TOWN OF PARADISE
CONFIDENTIAL MID-MANAGEMENT ASSOCIATION



July 1, 2010 THROUGH June 30, 2011

ADOPTED BY TOWN COUNCIL September 14, 2010
RESOLUTION NO. 10-35

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF PARADISE AND THE TOWN OF PARADISE
CONFIDENTIAL AND MID-MANAGEMENT ASSOCIATION**

JULY 1, 2010 TO JUNE 30, 2011

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 Confidential and Mid-Management Association, hereinafter referred to as the "Association."

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 Association.

ARTICLE I. PREAMBLE

1.1 NONDISCRIMINATION

It is the policy of the Town and the Association 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 ASSOCIATION 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 Association 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 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, Town recognizes Association as the sole and exclusive representative of all permanent full-time and permanent part-time employees employed by the Town within the Town of Paradise Confidential and Mid-Management Bargaining Unit "Bargaining Unit." The employees are those assigned to classifications listed in Appendix "A" hereto.

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 shall be the Town Manager.
- B. Association's principal authorized agent shall be the president or designee of the Association.

ARTICLE IV. ASSOCIATION ACTIVITY

4.1 MEMBERSHIP LIST

- A. On or before January 31st of each year, Town shall furnish Association with a list showing the name, 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 Association the following information: name of individual, employment date, classification and department.
- C. The Association 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 Association. The Association shall defend, indemnify and hold the Town harmless against any liability or 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 salary steps, shall be as shown on Exhibit A attached hereto and incorporated as an integral part of the Memorandum.
- B. The Association agrees to a temporary base salary reduction of six percent (6%) for each classification, effective the first full pay period following the ratification of this Memorandum. Such salary reduction shall expire June 30, 2011.

- C. "PERS Swap". In reference to Article XI, Section 11.1, Retirement, effective the first full pay period following ratification of this Memorandum, employees shall receive an increase in base pay of 7%. At the same time, employees shall be responsible for paying the full 7% employee paid member contribution.
- D. The Town Manager may grant a new Confidential/Mid-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.
- E. When an employee in the Bargaining Unit is assigned by the department head to work out of class and such assignment is approved by the Town Manager, the employee shall receive, a five percent (5%) increase for the period of assignment. If the assignment exceeds sixty (60) days in a higher class, the employee shall receive the first step of the classification they have been assigned to, or their 5% out of class pay, whichever is greater, for the duration of the temporary out of class assignment. Out of class assignments shall have no effect upon the timing of the scheduled merit pay increase reviews or the assignment thereof.
- F. Confidential/Mid-Management employees shall be evaluated for salary step adjustments at least annually with any changes normally to be 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 confidential/mid-management employees for salary increases, such performance criteria as may be deemed appropriate by the Town Manager shall be employed.
- G. 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.
- H. The Association and the Town will continue with progress relating to the "Revenue Sharing" concept when both parties believe the Town's revenue will support the concept.

5.2 SALARY RANGE POLICY

Disclosure of salaries of individual confidential/mid-management employees shall be made only in accordance with the requirement of the California Public Records Act.

5.3 LONGEVITY PAY

Eligibility:

- A. An employee who has completed ten (10) years of continuous service with the Town shall receive longevity pay incentive equal to five (5%) percent of the employees pay step effective on the employee's anniversary date.
- B. An employee who has completed fifteen (15) years of continuous service with the Town shall 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. The ten (10) year and fifteen (15) year longevity pay increases are not cumulative. The maximum longevity pay is seven and one half (7.5%) percent.

Performance:

- A. Annually, thirty (30) days before the employee's employment anniversary date, the employee's performance will be evaluated by the employee's supervisor.
- B. If the employee's performance is "satisfactory," a career performance pay incentive will be granted for the next year.
- C. 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.

ARTICLE VI. WORKING CONDITIONS

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 scheduled consecutively Monday through Friday. The Town Manager may authorize a department to establish a schedule of workdays within the regular forty (40) 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 workdays other than Monday through Friday to meet the 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 than forty (40) hours per week shall work a schedule of hours arranged by the Town to assure the efficiency and operational needs of Town services.
- D. For the purpose of eligibility of benefits, employees covered by this Memorandum of Understanding as assigned by the Town to thirty-six (36) hours per week [ninety (90%) percent], shall be considered "full time." Workers assigned less than thirty-six (36) hours shall be considered "part time" and have benefits prorated on the normal forty (40) hour week benefits rates.

6.2 OVERTIME FAIR LABOR STANDARDS ACT

- A. All employees not exempt from the Fair Labor Standards Act (FLSA) shall receive overtime pay at time and one half pay for over forty (40) hours in a week.
- B. All employees covered by this Memorandum who are not exempt from the overtime provisions of the FLSA may, at the employee's option, receive either pay or compensatory time off (CTO) not exceeding eighty (80) hours. Employees exempt from the FLSA will receive, in lieu of overtime, administrative leave.

6.3 MID-MANAGEMENT ADMINISTRATIVE LEAVE & DECLARED EMERGENCY COMPENSATION

- A. All employees who are exempt from the FLSA and covered by this Memorandum shall be eligible to make up to eighty-eight (88) hours per fiscal year of Administrative Leave based upon the Town Manager's evaluation of the amount of time worked by such an employee in addition to normal work hours and approved in advance in writing. Such leave may be taken, only upon approval of the Town Manager, any time after it has been allocated. Such employees will be paid for unused leave at the end of the fiscal year.
- B. In the event of a disaster declaration, employees who are exempt from FLSA shall receive additional compensation at time and a half for hours worked over 40 hours in a work week.

6.4 FLEXTIME

Employees covered by this memorandum shall work the normal week however the hours worked per day in a normal weekly period may be flexible. The Town Management and the employee may mutually agree, in writing, to a flexible work schedule provided such schedule does not interfere with Town operations or services. Flexible work schedules may be revoked by the Town Manager provided the employee is given at least fourteen (14) days written notice.

Evening meetings and other after hour's assignments shall not be included in the normal workday for employees receiving Administrative Leave.

ARTICLE VII. PAID LEAVES

7.1 HOLIDAYS

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

New Year's Day	1 dy	January 1st
Martin Luther King's Day	1 dy	3rd Monday January
Presidents Day	1 dy	3rd Monday in February
Memorial Day	1 dy	4th Monday in May
Independence Day	1 dy	July 4th
Labor Day	1 dy	1st Monday in September
Veterans Day	1 dy	November 11th
Thanksgiving	2 dys	Thanksgiving & Pre or Post
Christmas	2 dys	Christmas & Pre or Post

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

A holiday day shall consist of 8.0 hrs of paid time off, or a pro-rated portion for part time workers. If an employee is scheduled to work more than the defined hours of paid time off, such employee may use Floating Holiday, Vacation, CTO or flexible work hours during that workweek to make up the difference.

If a holiday falls on a Saturday, the preceding work day shall be observed. If a holiday falls on a Sunday, the following work day shall be observed. If a holiday falls on a non scheduled day, the nearest work day within the same work week shall be observed. Two day holidays shall be observed on consecutive scheduled workdays in conjunction with the actual holiday as it falls on the calendar.

Floating Holiday

Floating holidays are to be used at the employee's discretion and shall be credited at the beginning of each calendar year or upon employment and are to be used

during the calendar year in which they are credited. The current benefit is 28.0 hours per year or a pro-rated portion for part time workers. An employee who has a balance at the end of the calendar year will not have the new year's hours credited until the prior year's hours are used in full.

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 the serious illness of a person in the employee's "immediate family". As with the employee's own illness or injury, absences may require substantiating sick leave as required by Section 7.2, C. "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, 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, 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. The Town Manager may also require a substantiation of illness.
- 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. Sick leave may be accumulated to a maximum of two thousand (2,000) hours. No sick leave shall be earned beyond two thousand (2,000) hours.
- 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 by way of electronic submittal of timesheets through the time keeping system. The Finance Department 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.
- J. Eligible employees may convert accumulated sick leave to cash on one of the following basis:
1. At the time of retirement from the Town of Paradise, after twenty (20) years service with the Town, or at age fifty-five (55), the employee may elect to receive a cash sum equal to twenty-five (25%) percent of the accumulated sick leave up to a maximum payment for one hundred (100) hours.
 2. Upon termination in good standing, an employee shall be paid for all unused sick leave accrued over two hundred forty (240) hours at one-half (½) the

employee's rate of pay up to a maximum of two thousand five hundred (\$2,500) dollars.

K. **Sick Leave Conversion.** Accumulated sick leave may be converted by eligible employees to vacation leave on the following basis:

1. Eligibility requires the employee to have accumulated four hundred eighty (480) hours of sick leave prior to conversion.
2. After conversion, the employee must have no less than two hundred forty (240) hours of accrued sick leave.
3. Eight (8) hours of vacation may be credited to an eligible employee's accrued vacation balance for each sixty-four (64) hours of accrued sick leave traded in. Those sick leave hours traded shall be deleted from the employee's accumulate sick leave balance.

7.3 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 or seventy-two (72) hours per pay period shall earn vacation leave with pay at the following rate:

Confidential employees shall accrue vacation according to the following schedule:

<u>Years of Service</u>	<u>Vacation Hours Accrued Annually</u>
0 - 4	100 Hours
5 - 9	150 Hours
10 & Over	200 Hours

Mid-Management employees shall accrue vacation according to the following schedule:

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

Eligible employees who are not in a paid status of 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

- C. **Vacation Accrual During Probation.** New hire probationary employees during the first six (6) months of their probationary period, shall accrue vacation, but shall not take vacation.
- 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. 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, except as provided below.

In the event an employee was prevented from taking a scheduled vacation, due to a Town need, which results in the employee exceeding the accrual limit the employee will continue to earn vacation in excess of the maximum limit for a period no longer than three (3) months. During the extension time, the employee and the department management will cooperate in developing a vacation use schedule to bring the employee's vacation accrual balance at or below the maximum allowed accrual. Should the Town's need prevent the employee from using the excess vacation days during the extension period, The Town Manager shall approve payment for the excess days

EXCEPTION: Employees with more than the maximum accrual allowed as of December 31, 2001, shall have his/her excess hours over the maximum cap converted to an excess vacation account as of December 31, 2001 to be taken at the employees current hourly rate at time of usage.

- 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, the new department shall assume his/her vacation credit.

7.4 **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 twenty-four (24) hours of regularly scheduled working hours 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, 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.

7.5 FAMILY MEDICAL LEAVE

The Town will comply with the provisions of the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and other related federal, state and local laws with regards to leaves of absence **Family Medical Leave Act (FMLA) & California Family Rights Act (CFRA)**

1. An employee shall be eligible for FMLA and CFRA leave only if the employee has worked for the Town at least twelve (12) months, including a minimum of one thousand, two hundred fifty (1,250) hours of paid service during the twelve (12) month period immediately preceding the leave.
2. Employees shall exhaust all accrued sick leave, vacation and compensation time off balances. An employee is entitled to use sick leave concurrently if the leave is for the employee's own serious health condition or the leave is needed to care for an FMLA/CFRA qualified family member and would otherwise be approved as sick leave.
3. Employees eligible for such leave may elect to take up to twelve (12) work weeks in a rolling 12 month period of leave for one of the following reasons:
 - a) The birth of a child or to care for a newborn of the employee.
 - b) The placement of a child with an employee in connection with the adoption or foster care of a child.
 - c) Leave to care for a child, parent, spouse or domestic partner who has a serious health condition
 - d) When the employee is unable to work because of his or her own serious medical condition.
 - e) For a "qualifying exigency" arising out of the fact that an employee's spouse, child or parent is on active military duty or has been notified or an impending call or order to active duty in support of a contingency operation involving the U.S. Armed Forces.
 - f) To care for a spouse, child, parent, or "next of kin" servicemember of the U.S. Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty (up to 26 work weeks to care for an injured service member).
4. The Town will continue to provide group health benefits and will pay the Town's share of the health plan premium during the leave. The employee is responsible for timely payment of his share of the premium.

5. The Town will reinstate the employee to the employee's previously held position or a substantially equivalent one if said position is not available. The employee, however, will lose reinstatement rights to such a position if the employee is unable to perform the essential functions of the job due to physical or mental condition under provisions of the Americans with Disabilities Act.
6. An employee on FMLA is equally subject to layoffs as are others continuously employed by the department.
7. The employee is required to give thirty (30) calendar days notice to the department head that a leave under the FMLA is being requested. If such an advance notice is not practical, the employee shall inform the department head of the need for leave as soon as possible.
8. Leaves shall be applied for in writing to the department head with accompanying documentation and verification by the appropriate medical provider. The request shall normally be initiated by the employee, but may be initiated by The Town. The Town shall have the right to require that FMLA/CFRA leaves run concurrently.

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 compensation time off balances.
2. Leaves of fourteen (14) calendar days or less may be granted by the department head. Leaves greater than fourteen (14) days through one hundred twenty (120) days also require the prior approval of the Town Manager. Leaves greater than one hundred twenty (120) 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 employee's department head.
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.

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 adoption of this Memorandum or enrollment in the PERS medical program, the Town agrees to pay monthly premiums for a medical plan, up to the following amounts. Effective December 1, 2005, the Town will share the cost of the medical premiums on an approximate 80% (employer) – 20% (employee) ratio based on the PERS Choice premium. The 80%-20% “Town Cap” ratio shall exist for each of the tiers (employee only, employee plus one, and employee plus two or more). For example the “Town Cap” towards medical coverage for the calendar year 2010 shall be:

	<u>Town</u> <u>Share</u>
Employee	390.77
Employee plus one	787.86
Employee plus two or more	1024.22

An increase in the PERS Choice premium below 10% shall be shared 80(employer)/20(employee). Any increase amount for the PERS Choice premium rate above 10% shall be shared on a 50/50 basis. These ratios shall exist for each of the tiers (employee only, employee plus one, and employee plus two or more).

8.1.1 DENTAL PLAN

- A. Employees may choose to be covered under a 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). An increase in the dental premium below 10% will be shared 80(employer)/20(employee). Any increase amount for the premium rate above 10% will be shared on a 50/50 basis.

8.1.2 VISION PLAN

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

8.2 DEFERRED COMPENSATION OPTION

- A. Employees may shift Town share to the medical plan premiums to a Town sponsored deferred compensation program (either ICMA or Aetna) subject to one of 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 ratification, the maximum amount that can be deferred shall be limited to the amount the Town is contributing towards the "employee only" medical rate only.

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. The contribution shall be under the uneven contribution program in accordance with PERS medical program regulations.
- C. In addition, accumulated sick leave at time of retirement, not used for any other purpose, may be converted to paid health plan premium until the sick leave conversion is exhausted or the retiree reaches sixty-five (65) or the spouse or surviving spouse reaches sixty-five (65). The rate of sick leave conversion shall be fifty (50%) percent of the regular daily rate the employee was receiving at retirement.
- D. The following vesting schedule shall take effect only if all other Town employee bargaining units agree to it: Town agrees that for new employees, 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 GCS20069 and GCS22871.)
The Town shall have the right to reopen to discuss 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 shall provide to the employees in the unit long-term disability insurance in the amount of two-thirds (2/3) of base salary and including a rider for future eligibility.

8.5 LIFE INSURANCE

- A. Town shall provide prepaid life insurance in an amount of one hundred thousand (\$100,000) dollars for each employee in the Bargaining Unit.
- B. If acceptable to the life insurance carrier, the Town shall allow an employee at their cost to buy up to an additional one hundred thousand (\$100,000) dollars of life insurance coverage.

8.6 PUBLIC EMPLOYEE UNEMPLOYMENT INSURANCE

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

8.7 WORKER'S COMPENSATION INSURANCE

Town shall provide Worker's Compensation Insurance at no cost to employee.

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 Memorandum those provided for by the Town of Paradise Personnel Rules shall apply. If such rules conflict with language contained in this Memorandum, this Memorandum shall have precedent.

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

10.2 TERMS OF PROBATION

- A. Newly hired employees shall have a six (6) month probation period and shall be eligible for a step increase after one (1) year.
- B. An employee promoted to a class with a higher pay range shall have a new merit pay anniversary date effective the date of promotion. 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.
- C. 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-Tier Retirement Plan. These tiers shall consist of a 2%@55 and 2%@60 benefit level.
 - 1. Upon agreement from all units, The Town shall provide for miscellaneous employees in the Association hired before January 1, 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 (Section 20042).
 - 2. Upon agreement of all Town bargaining units, The Town shall provide for Miscellaneous employees in the Association hired on and after January 1, 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 the first full pay period following the ratification of this Memorandum, 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 shall be updated accordingly.
- C. Since the Employee will be paying their employee paid member contribution, it will no longer be necessary for The Town to pay the cost and report the value of EPMC.

11.2 VEHICLE USAGE

The positions of Associate Engineer, Assistant Public Works Director, Building Official, Onsite Official, Assistant Onsite Sanitary Official and Public Works Maintenance Supervisor shall have reasonable use of assigned vehicles within a seventy-five (75) mile radius of the Town of Paradise at the discretion of the Town Manager.

11.3 COMPUTER LOAN PROGRAM

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

11.4 UNIFORM, BOOT & TOOL ALLOWANCE

- A. Effective July 1, 2006, the Public Works Maintenance Supervisor shall receive an annual uniform allowance of three hundred (\$300) dollars. This allowance is to be applied to the cost of uniform and work boot replacement due to normal wear.
- B. Effective October 1, 2010, the Assistant On-Site Sanitary Official shall receive a three hundred dollar (\$300.00) annual boot allowance, for the purchase, use and maintenance of work boots, meeting Town standards, which will be paid annually in July.
- C. Effective July 1, 2008, The Fleet Manager shall receive a five hundred dollar (\$500.00) uniform allowance per year for the cost and maintenance of the work uniform. The allowance shall be divided by the number of pay periods and paid in equal installments through payroll.
- D. The Fleet Manager shall also receive one thousand dollars (\$1,000.00) for a tool allowance for personally providing, using and maintaining the mechanic tools necessary

for the performance of the Town mechanic duties, paid annually in July.

11.5 GYM REIMBURSEMENT

The Town shall provide a gym reimbursement of \$90 per quarter to employees who attend the gym at least 13 times in a quarter beginning on October 1, 2010. Employee shall submit proof of attendance to payroll 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 five (5) 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) 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) from the receipt of such answer file a written appeal to the Town Manager. Within ten (14) fourteen 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) from the receipt of such answer, file a written appeal to the Town Council. Within fourteen (14) 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 PURPOSE

The parties agree to an education reimbursement program to be jointly administered by representatives of the Association and the Town.

14.2 EDUCATION REIMBURSEMENT

Confidential/Mid-Management employees shall receive education reimbursement according to the following parameters:

- A. The Confidential/Mid-Management employees can receive up to four hundred (\$400) dollars per student per fiscal year.
- 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.
- F. In addition, confidential employees shall receive tuition reimbursement as follows:

Course work that is directly related and necessary to the job of an employee, as requested by the department director and approved by the Town Manager, shall be reimbursed at one hundred percent (100%) of actual costs for tuition and textbooks and employee may be given flextime to take course during regular work hours.

ARTICLE XV. TERMINATION OF MID-MANAGEMENT EMPLOYEES

15.1 TERMINATION OF MID-MANAGEMENT EMPLOYEES

In the event a mid-management employee is terminated or asked other than for willful misconduct in office to resign, they will receive, at a minimum, thirty (30) days written notice and cash severance pay in a lump sum equal to one month's pay and pay for unused annual vacation leave, administrative leave, and sick leave in accordance with this MOU and the Town Personnel Rules.

ARTICLE XVI. FULL UNDERSTANDING, MODIFICATION AND WAIVER

16.1 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 XVII. SAVINGS PROVISION

17.1 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 XVIII. IMPLEMENTATION

18.1 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 Confidential/Mid-Management Unit. It is recognized that certain provisions may require ordinance changes in order to be

effectuated.

ARTICLE XIX. PEACEFUL PERFORMANCE

19.1 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. Association agrees that under no circumstances will the Association 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 any 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 XX. TERM AND OPENING

20.1 TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be effective as of July 1, 2010 and shall remain in full force and effect to, and including June 30, 2011. After June 30, 2011, 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: Sept. 14, 2010

Town Representative



Town Manager

CMMA Representative



Association President

**TOWN OF PARADISE SALARY PAY PLAN
CONFIDENTIAL AND MID-MANAGEMENT ASSOCIATION**

Exhibit "A"

Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
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HUMAN RESOURCES & RISK MANAGEMENT ASSISTANT

Current

HOURLY	28	14.46	15.18	15.94	16.74	17.58	18.46
BIWEEKLY		809.76	850.08	892.64	937.44	984.48	1,033.76
MONTHLY		1,754.48	1,841.84	1,934.05	2,031.12	2,133.04	2,239.81
ANNUAL		21,053.76	22,102.08	23,208.64	24,373.44	25,596.48	26,877.76

Start of Pay Period Following Ratification - June 30, 2011

HOURLY	28	14.54	15.27	16.03	16.83	17.67	18.55
BIWEEKLY		814.46	855.12	897.68	942.48	989.52	1,038.80
MONTHLY		1,764.66	1,852.76	1,944.97	2,042.04	2,143.96	2,250.73
ANNUAL		21,175.87	22,233.12	23,339.68	24,504.48	25,727.52	27,008.80

Effective July 1, 2011

HOURLY	28	15.47	16.25	17.06	17.91	18.81	19.75
BIWEEKLY		866.44	910.00	955.36	1,002.96	1,053.36	1,106.00
MONTHLY		1,877.29	1,971.67	2,069.95	2,173.08	2,282.28	2,396.33
ANNUAL		22,527.52	23,660.00	24,839.36	26,076.96	27,387.36	28,756.00

EXECUTIVE ASSISTANT TO THE TOWN MANAGER

Current

HOURLY	32	18.67	19.60	20.58	21.61	22.69	23.82
BIWEEKLY		1,194.88	1,254.40	1,317.12	1,383.04	1,452.16	1,524.48
MONTHLY		2,588.91	2,717.87	2,853.76	2,996.59	3,146.35	3,303.04
ANNUAL		31,066.88	32,614.40	34,245.12	35,959.04	37,756.16	39,636.48

Start of Pay Period Following Ratification - June 30, 2011

HOURLY	32	18.78	19.72	20.71	21.75	22.84	23.98
BIWEEKLY		1,201.81	1,262.08	1,325.44	1,392.00	1,461.76	1,534.72
MONTHLY		2,603.92	2,734.51	2,871.79	3,016.00	3,167.15	3,325.23
ANNUAL		31,247.07	32,814.08	34,461.44	36,192.00	38,005.76	39,902.72

Effective July 1, 2011

HOURLY	32	19.98	20.98	22.03	23.13	24.29	25.50
BIWEEKLY		1,278.52	1,342.72	1,409.92	1,480.32	1,554.56	1,632.00
MONTHLY		2,770.13	2,909.23	3,054.83	3,207.36	3,368.21	3,536.00
ANNUAL		33,241.56	34,910.72	36,657.92	38,488.32	40,418.56	42,432.00

TOWN OF PARADISE SALARY PAY PLAN
CONFIDENTIAL AND MID-MANAGEMENT ASSOCIATION
Exhibit "A"

Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
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CDD/PW OFFICE SUPERVISOR

Current

HOURLY	40	16.53	17.36	18.23	19.14	20.10	21.11
BIWEEKLY		1,322.40	1,111.04	1,166.72	1,224.96	1,286.40	1,351.04
MONTHLY		2,865.20	3,009.07	3,159.87	3,317.60	3,484.00	3,659.07
ANNUAL		34,382.40	36,108.80	37,918.40	39,811.20	41,808.00	43,908.80

Start of Pay Period Following Ratification - June 30, 2011

HOURLY	40	16.63	17.46	18.33	19.25	20.21	21.22
BIWEEKLY		1,330.07	1,117.44	1,173.12	1,232.00	1,293.44	1,358.08
MONTHLY		2,881.82	3,026.40	3,177.20	3,336.67	3,503.07	3,678.13
ANNUAL		34,581.82	36,316.80	38,126.40	40,040.00	42,036.80	44,137.60

Effective July 1, 2011

HOURLY	40	17.69	18.57	19.50	20.48	21.50	22.58
BIWEEKLY		1,414.97	1,188.48	1,248.00	1,310.72	1,376.00	1,445.12
MONTHLY		3,065.76	3,218.80	3,380.00	3,549.87	3,726.67	3,913.87
ANNUAL		36,789.17	38,625.60	40,560.00	42,598.40	44,720.00	46,966.40

DEPUTY TOWN CLERK

Current

HOURLY	28	15.17	15.93	16.73	17.57	18.45	19.37
BIWEEKLY		849.52	892.08	936.88	983.92	1,033.20	1,084.72
MONTHLY		1,840.63	1,932.84	2,029.91	2,131.83	2,238.60	2,350.23
ANNUAL		22,087.52	23,194.08	24,358.88	25,581.92	26,863.20	28,202.72

Start of Pay Period Following Ratification - June 30, 2011

HOURLY	28	15.26	16.02	16.82	17.66	18.54	19.47
BIWEEKLY		854.45	897.12	941.92	988.96	1,038.24	1,090.32
MONTHLY		1,851.30	1,943.76	2,040.83	2,142.75	2,249.52	2,362.36
ANNUAL		22,215.63	23,325.12	24,489.92	25,712.96	26,994.24	28,348.32

Effective July 1, 2011

HOURLY	28	16.23	17.04	17.89	18.78	19.72	20.71
BIWEEKLY		908.99	954.24	1,001.84	1,051.68	1,104.32	1,159.76
MONTHLY		1,969.47	2,067.52	2,170.65	2,278.64	2,392.69	2,512.81
ANNUAL		23,633.65	24,810.24	26,047.84	27,343.68	28,712.32	30,153.76

TOWN OF PARADISE SALARY PAY PLAN
CONFIDENTIAL AND MID-MANAGEMENT ASSOCIATION
Exhibit "A"

Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
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ASSISTANT TOWN CLERK

Current

HOURLY	40	25.55	26.83	28.17	29.58	31.06	32.61
BIWEEKLY		2,044.00	2,146.40	2,253.60	2,366.40	2,484.80	2,608.80
MONTHLY		4,428.67	4,650.53	4,882.80	5,127.20	5,383.73	5,652.40
ANNUAL		53,144.00	55,806.40	58,593.60	61,526.40	64,604.80	67,828.80

Start of Pay Period Following Ratification - June 30, 2011

HOURLY	40	25.70	26.98	28.33	29.75	31.24	32.80
BIWEEKLY		2,055.86	2,158.40	2,266.40	2,380.00	2,499.20	2,624.00
MONTHLY		4,454.35	4,676.53	4,910.53	5,156.67	5,414.93	5,685.33
ANNUAL		53,452.24	56,118.40	58,926.40	61,880.00	64,979.20	68,224.00

Effective July 1, 2011

HOURLY	40	27.34	28.71	30.15	31.66	33.24	34.90
BIWEEKLY		2,187.08	2,296.80	2,412.00	2,532.80	2,659.20	2,792.00
MONTHLY		4,738.67	4,976.40	5,226.00	5,487.73	5,761.60	6,049.33
ANNUAL		56,864.08	59,716.80	62,712.00	65,852.80	69,139.20	72,592.00

ADMINISTRATIVE ASSISTANT III

Current

HOURLY	36	16.22	17.03	17.88	18.77	19.71	20.70
BIWEEKLY		1,167.84	1,226.16	1,287.36	1,351.44	1,419.12	1,490.40
MONTHLY		2,530.32	2,656.68	2,789.28	2,928.12	3,074.76	3,229.20
ANNUAL		30,363.84	31,880.16	33,471.36	35,137.44	36,897.12	38,750.40

Start of Pay Period Following Ratification - June 30, 2011

HOURLY	36	16.31	17.13	17.99	18.89	19.83	20.82
BIWEEKLY		1,174.61	1,233.36	1,295.28	1,360.08	1,427.76	1,499.04
MONTHLY		2,545.00	2,672.28	2,806.44	2,946.84	3,093.48	3,247.92
ANNUAL		30,539.95	32,067.36	33,677.28	35,362.08	37,121.76	38,975.04

Effective July 1, 2011

HOURLY	36	17.36	18.22	19.13	20.09	21.09	22.14
BIWEEKLY		1,249.59	1,311.84	1,377.36	1,446.48	1,518.48	1,594.08
MONTHLY		2,707.44	2,842.32	2,984.28	3,134.04	3,290.04	3,453.84
ANNUAL		32,489.31	34,107.84	35,811.36	37,608.48	39,480.48	41,446.08

TOWN OF PARADISE SALARY PAY PLAN
CONFIDENTIAL AND MID-MANAGEMENT ASSOCIATION
Exhibit "A"

Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
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FINANCE SUPERVISOR

Current

HOURLY	40	25.55	26.83	28.17	29.58	31.06	32.61
BIWEEKLY		2,044.00	2,146.40	2,253.60	2,366.40	2,484.80	2,608.80
MONTHLY		4,428.67	4,650.53	4,882.80	5,127.20	5,383.73	5,652.40
ANNUAL		53,144.00	55,806.40	58,593.60	61,526.40	64,604.80	67,828.80

Start of Pay Period Following Ratification - June 30, 2011

HOURLY	40	25.70	26.98	28.33	29.75	31.24	32.80
BIWEEKLY		2,055.86	2,158.40	2,266.40	2,380.00	2,499.20	2,624.00
MONTHLY		4,454.35	4,676.53	4,910.53	5,156.67	5,414.93	5,685.33
ANNUAL		53,452.24	56,118.40	58,926.40	61,880.00	64,979.20	68,224.00

Effective July 1, 2011

HOURLY	40	27.34	28.71	30.15	31.66	33.24	34.90
BIWEEKLY		2,187.08	2,296.80	2,412.00	2,532.80	2,659.20	2,792.00
MONTHLY		4,738.67	4,976.40	5,226.00	5,487.73	5,761.60	6,049.33
ANNUAL		56,864.08	59,716.80	62,712.00	65,852.80	69,139.20	72,592.00

SENIOR FINANCIAL SERVICES CLERK

Current

HOURLY	36	13.79	14.48	15.20	15.96	16.76	17.60
BIWEEKLY		992.88	1,042.56	1,094.40	1,149.12	1,206.72	1,267.20
MONTHLY		2,151.24	2,258.88	2,371.20	2,489.76	2,614.56	2,745.60
ANNUAL		25,814.88	27,106.56	28,454.40	29,877.12	31,374.72	32,947.20

Start of Pay Period Following Ratification - June 30, 2011

HOURLY	36	13.87	14.56	15.29	16.05	16.85	17.69
BIWEEKLY		998.64	1,048.32	1,100.88	1,155.60	1,213.20	1,273.68
MONTHLY		2,163.72	2,271.36	2,385.24	2,503.80	2,628.60	2,759.64
ANNUAL		25,964.61	27,256.32	28,622.88	30,045.60	31,543.20	33,115.68

Effective July 1, 2011

HOURLY	36	14.76	15.49	16.26	17.07	17.92	18.82
BIWEEKLY		1,062.38	1,115.28	1,170.72	1,229.04	1,290.24	1,355.04
MONTHLY		2,301.83	2,416.44	2,536.56	2,662.92	2,795.52	2,935.92
ANNUAL		27,621.92	28,997.28	30,438.72	31,955.04	33,546.24	35,231.04

**TOWN OF PARADISE SALARY PAY PLAN
CONFIDENTIAL AND MID-MANAGEMENT ASSOCIATION
Exhibit "A"**

Position Title	Hours/ Week	A Step	B Step	C Step	D Step	E Step	F Step
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PUBLIC WORKS MAINTENANCE SUPERVISOR

Current

HOURLY	40	24.80	26.04	27.34	28.71	30.15	31.66
BIWEEKLY		1,984.00	2,083.20	2,187.20	2,296.80	2,412.00	2,532.80
MONTHLY		4,298.67	4,513.60	4,738.93	4,976.40	5,226.00	5,487.73
ANNUAL		51,584.00	54,163.20	56,867.20	59,716.80	62,712.00	65,852.80

Start of Pay Period Following Ratification - June 30, 2011

HOURLY	40	24.94	26.19	27.50	28.88	30.32	31.84
BIWEEKLY		1,995.51	2,095.20	2,200.00	2,310.40	2,425.60	2,547.20
MONTHLY		4,323.60	4,539.60	4,766.67	5,005.87	5,255.47	5,518.93
ANNUAL		51,883.19	54,475.20	57,200.00	60,070.40	63,065.60	66,227.20

Effective July 1, 2011

HOURLY	40	26.54	27.86	29.25	30.71	32.25	33.86
BIWEEKLY		2,122.88	2,228.80	2,340.00	2,456.80	2,580.00	2,708.80
MONTHLY		4,599.57	4,829.07	5,070.00	5,323.07	5,590.00	5,869.07
ANNUAL		55,194.88	57,948.80	60,840.00	63,876.80	67,080.00	70,428.80

CDD/PW PROJECTS COORDINATOR

Current

HOURLY	40	20.85	21.89	22.98	24.13	25.34	26.61
BIWEEKLY		1,668.00	1,751.20	1,838.40	1,930.40	2,027.20	2,128.80
MONTHLY		3,614.00	3,794.27	3,983.20	4,182.53	4,392.27	4,612.40
ANNUAL		43,368.00	45,531.20	47,798.40	50,190.40	52,707.20	55,348.80

Start of Pay Period Following Ratification - June 30, 2011

HOURLY	40	20.97	22.02	23.12	24.28	25.49	26.76
BIWEEKLY		1,677.67	1,761.60	1,849.60	1,942.40	2,039.20	2,140.80
MONTHLY		3,634.96	3,816.80	4,007.47	4,208.53	4,418.27	4,638.40
ANNUAL		43,619.53	45,801.60	48,089.60	50,502.40	53,019.20	55,660.80

Effective July 1, 2011

HOURLY	40	22.31	23.42	24.59	25.82	27.11	28.47
BIWEEKLY		1,784.76	1,873.60	1,967.20	2,065.60	2,168.80	2,277.60
MONTHLY		3,866.98	4,059.47	4,262.27	4,475.47	4,699.07	4,934.80
ANNUAL		46,403.76	48,713.60	51,147.20	53,705.60	56,388.80	59,217.60

TOWN OF PARADISE SALARY PAY PLAN
CONFIDENTIAL AND MID-MANAGEMENT ASSOCIATION
Exhibit "A"

Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
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ASST. FIRE MARSHAL/ ASST. BUILDING OFFICIAL

Current

HOURLY	28	25.55	26.83	28.17	29.58	31.06	32.61
BIWEEKLY		1,430.80	1,502.48	1,577.52	1,656.48	1,739.36	1,826.16
MONTHLY		3,100.07	3,255.37	3,417.96	3,589.04	3,768.61	3,956.68
ANNUAL		37,200.80	39,064.48	41,015.52	43,068.48	45,223.36	47,480.16

Start of Pay Period Following Ratification - June 30, 2011

HOURLY	28	25.70	26.98	28.33	29.75	31.24	32.80
BIWEEKLY		1,439.10	1,510.88	1,586.48	1,666.00	1,749.44	1,836.80
MONTHLY		3,118.05	3,273.57	3,437.37	3,609.67	3,790.45	3,979.73
ANNUAL		37,416.56	39,282.88	41,248.48	43,316.00	45,485.44	47,756.80

Effective July 1, 2011

HOURLY	28	27.34	28.71	30.15	31.66	33.24	34.90
BIWEEKLY		1,530.96	1,607.76	1,688.40	1,772.96	1,861.44	1,954.40
MONTHLY		3,317.07	3,483.48	3,658.20	3,841.41	4,033.12	4,234.53
ANNUAL		39,804.86	41,801.76	43,898.40	46,096.96	48,397.44	50,814.40

ASSOCIATE ENGINEER

Current

HOURLY	40	29.38	30.85	32.39	34.01	35.71	37.50
BIWEEKLY		2,350.40	2,468.00	2,591.20	2,720.80	2,856.80	3,000.00
MONTHLY		5,092.53	5,347.33	5,614.27	5,895.07	6,189.73	6,500.00
ANNUAL		61,110.40	64,168.00	67,371.20	70,740.80	74,276.80	78,000.00

Start of Pay Period Following Ratification - June 30, 2011

HOURLY	40	29.55	31.03	32.58	34.21	35.92	37.72
BIWEEKLY		2,364.03	2,482.40	2,606.40	2,736.80	2,873.60	3,017.60
MONTHLY		5,122.07	5,378.53	5,647.20	5,929.73	6,226.13	6,538.13
ANNUAL		61,464.84	64,542.40	67,766.40	71,156.80	74,713.60	78,457.60

Effective July 1, 2011

HOURLY	40	31.44	33.01	34.66	36.39	38.21	40.12
BIWEEKLY		2,514.93	2,640.80	2,772.80	2,911.20	3,056.80	3,209.60
MONTHLY		5,449.01	5,721.73	6,007.73	6,307.60	6,623.07	6,954.13
ANNUAL		65,388.13	68,660.80	72,092.80	75,691.20	79,476.80	83,449.60

**TOWN OF PARADISE SALARY PAY PLAN
CONFIDENTIAL AND MID-MANAGEMENT ASSOCIATION
Exhibit "A"**

Position Title	Hours/ Week	A Step	B Step	C Step	D Step	E Step	F Step
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ASSISTANT PUBLIC WORKS/ENGINEERING DIRECTOR

Current

HOURLY	40	25.55	26.83	28.17	29.58	31.06	32.61
BIWEEKLY		2,044.00	2,146.40	2,253.60	2,366.40	2,484.80	2,608.80
MONTHLY		4,428.67	4,650.53	4,882.80	5,127.20	5,383.73	5,652.40
ANNUAL		53,144.00	55,806.40	58,593.60	61,526.40	64,604.80	67,828.80

Start of Pay Period Following Ratification - June 30, 2011

HOURLY	40	25.70	26.98	28.33	29.75	31.24	32.80
BIWEEKLY		2,055.86	2,158.40	2,266.40	2,380.00	2,499.20	2,624.00
MONTHLY		4,454.35	4,676.53	4,910.53	5,156.67	5,414.93	5,685.33
ANNUAL		53,452.24	56,118.40	58,926.40	61,880.00	64,979.20	68,224.00

Effective July 1, 2011

HOURLY	40	27.34	28.71	30.15	31.66	33.24	34.90
BIWEEKLY		2,187.08	2,296.80	2,412.00	2,532.80	2,659.20	2,792.00
MONTHLY		4,738.67	4,976.40	5,226.00	5,487.73	5,761.60	6,049.33
ANNUAL		56,864.08	59,716.80	62,712.00	65,852.80	69,139.20	72,592.00

ASSISTANT ONSITE SANITARY OFFICIAL

Current

HOURLY	40	18.46	19.38	20.35	21.37	22.44	23.56
BIWEEKLY		1,476.80	1,550.40	1,628.00	1,709.60	1,795.20	1,884.80
MONTHLY		3,199.73	3,359.20	3,527.33	3,704.13	3,889.60	4,083.73
ANNUAL		38,396.80	40,310.40	42,328.00	44,449.60	46,675.20	49,004.80

Start of Pay Period Following Ratification - June 30, 2011

HOURLY	40	18.57	19.50	20.48	21.50	22.58	23.71
BIWEEKLY		1,485.37	1,560.00	1,638.40	1,720.00	1,806.40	1,896.80
MONTHLY		3,218.29	3,380.00	3,549.87	3,726.67	3,913.87	4,109.73
ANNUAL		38,619.50	40,560.00	42,598.40	44,720.00	46,966.40	49,316.80

Effective July 1, 2011

HOURLY	40	19.75	20.74	21.78	22.87	24.01	25.21
BIWEEKLY		1,580.18	1,659.20	1,742.40	1,829.60	1,920.80	2,016.80
MONTHLY		3,423.71	3,594.93	3,775.20	3,964.13	4,161.73	4,369.73
ANNUAL		41,084.58	43,139.20	45,302.40	47,569.60	49,940.80	52,436.80

TOWN OF PARADISE SALARY PAY PLAN
CONFIDENTIAL AND MID-MANAGEMENT ASSOCIATION
Exhibit "A"

Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
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ONSITE SANITARY OFFICIAL

Current

HOURLY	40	25.55	26.83	28.17	29.58	31.06	32.61
BIWEEKLY		2,044.00	2,146.40	2,253.60	2,366.40	2,484.80	2,608.80
MONTHLY		4,428.67	4,650.53	4,882.80	5,127.20	5,383.73	5,652.40
ANNUAL		53,144.00	55,806.40	58,593.60	61,526.40	64,604.80	67,828.80

Start of Pay Period Following Ratification - June 30, 2011

HOURLY	40	25.70	26.98	28.33	29.75	31.24	32.80
BIWEEKLY		2,055.86	2,158.40	2,266.40	2,380.00	2,499.20	2,624.00
MONTHLY		4,454.35	4,676.53	4,910.53	5,156.67	5,414.93	5,685.33
ANNUAL		53,452.24	56,118.40	58,926.40	61,880.00	64,979.20	68,224.00

Effective July 1, 2011

HOURLY	40	27.34	28.71	30.15	31.66	33.24	34.90
BIWEEKLY		2,187.08	2,296.80	2,412.00	2,532.80	2,659.20	2,792.00
MONTHLY		4,738.67	4,976.40	5,226.00	5,487.73	5,761.60	6,049.33
ANNUAL		56,864.08	59,716.80	62,712.00	65,852.80	69,139.20	72,592.00

FLEET MANAGER

Current

HOURLY	40	24.97	26.22	27.53	28.91	30.36	31.88
BIWEEKLY		1,997.60	2,097.60	2,202.40	2,312.80	2,428.80	2,550.40
MONTHLY		4,328.13	4,544.80	4,771.87	5,011.07	5,262.40	5,525.87
ANNUAL		51,937.60	54,537.60	57,262.40	60,132.80	63,148.80	66,310.40

Start of Pay Period Following Ratification - June 30, 2011

HOURLY	40	25.11	26.37	27.69	29.07	30.52	32.05
BIWEEKLY		2,009.19	2,109.60	2,215.20	2,325.60	2,441.60	2,564.00
MONTHLY		4,353.24	4,570.80	4,799.60	5,038.80	5,290.13	5,555.33
ANNUAL		52,238.84	54,849.60	57,595.20	60,465.60	63,481.60	66,664.00

Effective July 1, 2011

HOURLY	40	26.72	28.05	29.45	30.92	32.47	34.09
BIWEEKLY		2,137.43	2,244.00	2,356.00	2,473.60	2,597.60	2,727.20
MONTHLY		4,631.10	4,862.00	5,104.67	5,359.47	5,628.13	5,908.93
ANNUAL		55,573.23	58,344.00	61,256.00	64,313.60	67,537.60	70,907.20

TOWN OF PARADISE SALARY PAY PLAN
CONFIDENTIAL AND MID-MANAGEMENT ASSOCIATION
Exhibit "A"

Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
INFORMATION TECHNOLOGY MANAGER							
Current							
HOURLY	40	31.31	32.88	34.52	36.25	38.06	39.96
BIWEEKLY		2,504.80	2,630.40	2,761.60	2,900.00	3,044.80	3,196.80
MONTHLY		5,427.07	5,699.20	5,983.47	6,283.33	6,597.07	6,926.40
ANNUAL		65,124.80	68,390.40	71,801.60	75,400.00	79,164.80	83,116.80
Start of Pay Period Following Ratification - June 30, 2011							
HOURLY	40	31.49	33.07	34.72	36.46	38.28	40.19
BIWEEKLY		2,519.33	2,645.60	2,777.60	2,916.80	3,062.40	3,215.20
MONTHLY		5,458.54	5,732.13	6,018.13	6,319.73	6,635.20	6,966.27
ANNUAL		65,502.52	68,785.60	72,217.60	75,836.80	79,622.40	83,595.20
Effective July 1, 2011							
HOURLY	40	33.50	35.18	36.94	38.79	40.73	42.77
BIWEEKLY		2,680.14	2,814.40	2,955.20	3,103.20	3,258.40	3,421.60
MONTHLY		5,806.96	6,097.87	6,402.93	6,723.60	7,059.87	7,413.47
ANNUAL		69,683.54	73,174.40	76,835.20	80,683.20	84,718.40	88,961.60