

**TOWN OF PARADISE
RESOLUTION NO. 2022-35**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE TOWN OF PARADISE AND
THE TOWN OF PARADISE POLICE MANAGEMENT
AND MID-MANAGEMENT ASSOCIATION
RELATING TO EMPLOYMENT COVERING THE PERIOD FROM
JULY 1, 2022 TO JUNE 30, 2025**

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

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

WHEREAS, the Town Council has directed the Town Manager to meet and confer in good faith with members of the Town of Paradise Police Management 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 (MOU) between the Town of Paradise and the Town of Paradise Police Management 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.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 14th day of June 2022.

AYES: Greg Bolin, Steve "Woody" Culleton, Jody Jones, Rose Tryon and Steve Crowder, Mayor

NOES: None

ABSENT: None

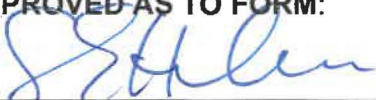
NOT VOTING: None


Steve Crowder, Mayor

ATTEST: *June 15, 2022*

By: *Dina Volenski*
Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:


Scott E. Huber, Town Attorney

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



JULY 1, 2022, THROUGH JUNE 30, 2025

ADOPTED BY TOWN COUNCIL

RESOLUTION NO. 2022-35

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Article I. OPENING

Section 1.01 PREAMBLE

Memorandum of Understanding between The Town Of Paradise and The Town Of Paradise Police Management and Mid-Management Association July 1, 2022 through June 30, 2025.

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 Police Management 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.

Section 1.02 HARASSMENT, DISCRIMINATION AND RETALIATION PROHIBITED

The Town and the Association are committed to compliance with government antiharassment and anti-discrimination requirements, which prohibit harassment and discrimination against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns, and volunteers based on their actual or perceived Race; Religion; Religious creed (including religious dress and grooming practices); Color; National origin (including language use restrictions or because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States); Ancestry; Physical or mental disability (including HIV and AIDS); Medical condition (any health impairment related to or associated with a diagnosis of cancer or a record or history of cancer; or any genetic characteristic); Genetic information (including any request for, or receipt of genetic services, or participation in clinical research that includes genetic services, by an individual or any family member of the individual, but does not include information about the sex or age of any individual); Marital status (including registered domestic partnership status); Sex (including pregnancy, childbirth, breastfeeding/lactation and related medical conditions); Gender; Gender identity (a person's identification as male, female, a gender different from the person's sex at birth, or transgender); Gender expression (a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth); Transgender status (a person whose gender identity differs from the person's sex at birth; a transgender person may or may not have a gender expression that is different from the social expectations of the sex assigned at birth, and may or may not identify as "transsexual"); Age (40 and over); Sexual orientation (heterosexual, homosexual, bisexual); Request for FMLA/CFRA and/or pregnancy disability leave; Civil Air Patrol status; Military and veteran status (member or veteran of the United States Armed Forces, Armed Forces Reserve, National Guard, or the California National Guard); and Any other consideration protected by federal, state, or local law.

Harassment and Discrimination are also prohibited based on an applicant's or employee's association with individuals who are or who are perceived to be in a protected category, or because the applicant or employee sympathizes with, encourages, or participates in groups organized for the protection or assertion of protected rights under state antiharassment and anti-discrimination laws.

The Town and the Association will not retaliate against employees for filing a complaint and will not tolerate retaliation by their respective management, partners, employees, or coworkers. Retaliation is prohibited against any person by another employee, partner, or by the Town or Union itself and includes retaliation for using an available complaint procedure, reporting harassment or discrimination, or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency.

Section 1.03 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 Police Management and Mid-Management Association "Bargaining Unit." The employees are those assigned to classifications listed below:

- Police Chief
- Police Lieutenant

Section 1.04 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.

Section 1.05 MANAGEMENT RIGHTS

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

To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work forces; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

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

Section 1.06 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 of the Association.

Section 1.07 MEMBERSHIP LIST, INFORMATION AND ORIENTATION

A. Information Provided to Association

The Town shall provide information regarding bargaining unit employee personal information to the Association pursuant to AB 119 (2017) as follows:

1. Within 30 days following a new hire: name, job title, department, work location, home and work landline and cell phone numbers, work, and personal email addresses (if known) and home address information. This information shall be made available on an ongoing basis to the Association at the beginning of every quarter, approximately every 120 days (in January, April, July, and October).
2. The Town shall not be required to furnish information for any employee who makes a written request, to the extent that the written request identifies the specific information the employee is electing not to share.
3. Information provided pursuant to this section shall not cause the information to become a public record, and it shall continue to be considered a part of employee confidential personnel records for all purposes.
4. The Association agrees to safeguard any information provided to it under this section. It shall not be disseminated other than for purposes of providing representation services to its members whether through its local, or parent union or legal staff under contract with the Union as an affiliated provider of representation services for their members.

B. Association Orientation of Newly Hired Bargaining Unit Members

The Town shall provide the Association with ten (10) days advance notice prior to any new employee orientation when practicable. The Association and employer jointly recognize that the Town of Paradise is a small employer and therefore employee orientation frequently occurs with less time than ten days between acceptance of an employment offer and new employee orientation. While the Town will provide the advance notice required by this section, it is not required to do so if the notice period would delay orientation for a new employee.

The Association may elect to participate in new employee orientation and shall be allotted fifteen minutes to present information about the Association and Association membership.

Association presentations or other participation in orientation shall be by a recognized steward or union paid staff only. If the Association determines it will send a Steward who is also a Town bargaining unit employee to the orientation rather than its own paid staff, this shall be considered a union marketing function; and such time shall not be on Town paid time. The steward may elect to use accrued vacation time to cover their absence from work to participate in the orientation process.

Association participation in orientation relieves the Town from providing any information regarding the Association to the new employee as the Association will fulfill that function exclusively during orientation.

If the Association is unable or elects not to participate in orientation, the Town will provide a new bargaining unit employee with a packet of information from the Association, including information allowing the employee to elect membership and authorizing the dues deduction. All packet materials shall be provided by the Association.

- C. 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 II. WAGES & WORKING CONDITIONS

Section 2.01 WAGES

- A. The Town Manager may grant a new police management or 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.
- B. Police Management and 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 Management and Mid-Management employees for salary increases, such performance criteria as may be deemed appropriate by the Town Manager shall be employed.
- C. In addition to the salary received as a result of application of the foregoing salary plan, police management and mid-management employees shall be eligible for an Exceptional Performance Bonus not to exceed one (1) month of their regular pay. Recommendations for granting an Exceptional Performance Bonus shall be submitted to the Town Manager. It will be granted only upon a showing of performance clearly and substantially exceeding job requirements.
- D. Effective the first full pay period following July 1, 2022 (July 4, 2022), all employee unit members shall receive a 4% cost of living increase to the salary pay plan schedule.
- E. Effective the first full pay period following July 1, 2023 (July 3, 2021), all employee unit members shall receive a 4% cost of living increase to the salary pay plan schedule.
- F. Effective the first full pay period following July 1, 2024 (July 01, 2024), all employee unit members shall receive a 4% cost of living increase to the salary pay plan schedule.

Section 2.02 WORK SCHEDULES

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

Section 2.03 FLEXTIME

Employees covered by this memorandum shall work a minimum of eighty (80) hours bi-weekly depending on the employees work schedule, but the hours worked per day in a weekly period are flexible. This is in recognition of the special nature of police Management and Mid-Management work. Evening meetings and other after-hours assignments shall not be included in the forty (40) hour work week schedule minimum for employees receiving Administrative Leave.

Section 2.04 OVERTIME-FAIR LABOR STANDARDS ACT

Employees exempt from the FLSA will receive, in lieu of overtime, administrative leave.

Section 2.05 MANAGEMENT AND MID-MANAGEMENT ADMINISTRATIVE INCENTIVE PAY

- A. All Association members will be eligible to receive up to one hundred and twenty (120) hours of Administrative Incentive Pay in a fiscal year. Employees will not have the option to take this time off work, but rather will be compensated biweekly as earned.

Section 2.06 DECLARED EMERGENCY COMPENSATION

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

Section 2.07 LONGEVITY PAY

The Town will provide a longevity pay program for Police Management and Mid-management employees who qualify, the following amounts as longevity pay:

- A. Ten Years: An amount equal to five percent (5%) of salary at ten (10) years.
- B. Fifteen Years: An additional amount equal to two and one half percent (2.5%) for a total of seven and one half (7.5.0%) of salary at fifteen (15) years.
- C. In lieu of Town of Paradise years of service, possession of certain POST Certificates will also be eligible for longevity compensation as follows:
 - **For Police Lt's only:**
 - 2.5 % for POST Supervisor Certificate
 - 2.5% for POST Management Certificate
 - **For Police Chief only:**
 - Either 2.5% for POST Management Certificate or 2.5% for POST Executive Certificate.
 - **For all positions:** a maximum combined longevity pay shall not exceed 7.5%, whether recognizing years of service, certifications, or a combination thereof.

Section 2.08 EDUCATION INCENTIVE PAY

Police Management and Mid-Management employees shall receive education incentive pay as follows:

- A. a base amount of seventy-five dollars (\$75.00).
- B. An additional one dollar (\$1.00) per month for each unit successfully completed up to a maximum of sixty-five (65) units.
- C. POST Certificate Pay for Police Management & Mid-management employees.
 1. A two and one half percent (2.5%) incentive of salary pay plan will be paid for having an Intermediate Certificate from the Commission of Peace Officer Standards and Training of California.
 2. An additional two and one half percent (2.5%) incentive of salary pay plan will be paid for having an Advanced Certificate from the Commission of Peace Officer Standards and Training of California.
 3. In no event shall an employee receive more than a total of five percent (5%) relating to the Intermediate and Advanced Certificates.

Section 2.09 OUT OF CLASS

When an employee in the Bargaining Unit is assigned by the department head to work of out class and such assignment is approved by the Town Manager, the employee shall receive, a five percent (5%) increase for the period of assignment.

Section 2.10 UNIFORM ALLOWANCE

Employees belonging to the Police Department Management and Mid-Management personnel shall receive an annual uniform allowance equal to the amount and paid in the same manner as specified in the Police Unit MOU.

These allowances shall be applied towards the cost of uniform and equipment maintenance expenses and replacement of uniforms due to normal wear.

Section 2.11 GYM REIMBURSEMENT

The Town shall provide a gym reimbursement of up to \$120 per quarter, to reimburse actual cost of gym membership or subscription, up to the limit stated, to each Police Management and Mid-management employee who attends the gym at least 13 times in a quarter. Each Police Management and Mid-management employee requesting reimbursement shall submit proof of gym attendance and payment to payroll to be eligible for reimbursement.

Article III. PAID LEAVES

Section 3.01 HOLIDAYS

Association members shall be paid for fourteen (14) 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, Juneteenth, Independence Day, Admissions Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, Christmas Day, and a floating holiday.

Due to a CalPERS requirement, holiday pay will be paid out in equal increments throughout the 26 bi-weekly checks in a calendar year. Full-time probationary employees shall be paid for holidays on a pro-rated basis.

Section 3.02 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 diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee
 - 3. The employee's exposure to contagious disease.
 - 4. The employee's dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
 - 5. Illness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery from any of the foregoing.
 - 6. An employee who is a victim of domestic violence, sexual harassment, or stalking.
 - 7. The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member. For a serious illness of a person in the employee's "immediate family" which requires the personal care and assistance to be provided by the employee requesting such leave.
 - 8. "Immediate family" is defined as: A person related by blood, marriage, or adoption who is a spouse, registered domestic partner, son, daughter, sister, sister-in-law, brother, brother-in-law, mother, father, mother-in-law, father-in-law, grandfather, or grandmother of either husband or wife, grandchild, or any other relative residing in the employee's immediate household.
- C. Substantiating Sick Leave. Town Manager shall approve sick leave for the purposes mentioned in the above section. However, if in the opinion of the Town Manager, there is a need for substantiating evidence or an investigation in regard to appropriate use of sick leave, he/she may require the employee to submit substantiating evidence including, but not limited to, a physician's certificate. Generally, after 3 days, or in any case where needed to prevent abuse of sick leave.

- D. In cases of chronic absenteeism or medical work restrictions, the Town Manager may have an employee examined by a Town-selected physician. The Town shall pay the cost of any such medical exam.
- E. Rate of Accrual. Paid sick leave shall accrue as follows:
 - Eight (8) hours per month for full-time employees.
- F. No sick leave credit shall be earned when an employee is on leave without pay.
- G. For the position of Police Lieutenant, sick leave may be accumulated to a maximum of one thousand and forty (1,040) hours. No sick leave shall be earned beyond one thousand and forty (1,040) hours.
- H. For the position of Police Chief, 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.

Section 3.03 VACATION LEAVE

- A. Eligibility. All regular employees who are eligible for benefits under this Memorandum are eligible to earn and accrue vacation leave.
- B. Rate of Accrual. Except as otherwise provided in this section, eligible employees who are in a paid status of eighty (80) hours per pay period shall earn vacation leave with pay at the following rate:
 Police Management and Mid-Management employees shall accrue vacation according to the following schedule effective January 1, 2006:

Years of Service	Vacation Hours Accrued Annually
0 – 4	120 Hours
5 – 9	135 Hours
10 – 14	176 Hours
15 & Over	200 Hours
- C. Eligible employees who are not in a paid status of full eighty (80) hours 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
- 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. A Police Lieutenant employee may accrue vacation leave to an equivalent of twice the employee’s annual vacation rate. Effective January 1, 2020, no additional vacation shall be earned once an employee has accrued two times the employee annual accrual earnings. The position of Police Chief may accrue vacation leave to an equivalent of three times the employee’s annual vacation rate. Effective January 1, 2020, no vacation shall be earned once an employee has accrued two times the employee annual accrual earnings.

- F. **Vacation Cancellation.** If a scheduled vacation is cancelled by the Department, the affected employee shall not suffer any loss of vacation or any other benefits. In the event that a previously scheduled and approved vacation is cancelled by the Department and the employee accrues vacation credit in excess of the maximum allowed, with Town Manager approval, the excess credit shall be paid to the employee in the following pay period, up to a maximum of 40 hours payout per year.
- G. **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 retirement beneficiary is paid.
- H. **Transfer of Vacation Leave.** When an employee is transferred to, or appointed to, another department, his/her vacation credit shall be assumed by the new department.

Section 3.04 BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee of the Town, bereavement leave with pay shall be granted upon request not to exceed three (3) regularly scheduled working days for each 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.

Section 3.05 FAMILY MEDICAL LEAVE (FMLA)

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

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

- 1. An employee shall be eligible for FMLA and CFRA leave only if the employee has worked for the Town at least twelve (12) months, including a minimum of one thousand, two hundred fifty (1,250) hours of paid service during the twelve (12) month period immediately preceding the leave.
- 2. Employees shall exhaust all accrued sick leave, vacation, and compensation time off balances. An employee is entitled to use sick leave concurrently if the leave is for the employee’s own serious health condition or the leave is needed to care for an FMLA/CFRA qualified family member and would otherwise be approved as sick leave.
- 3. Employees eligible for such leave may elect to take up to twelve (12) work weeks in a rolling 12 month period of leave for one of the following reasons:

- a) The birth of a child or to care for a newborn of the employee.
 - b) The placement of a child with an employee in connection with the adoption or foster care of a child.
 - c) Leave to care for a child, parent, spouse or domestic partner who has a serious health condition
 - d) When the employee is unable to work because of his or her own serious medical condition.
 - e) For a “qualifying exigency” arising out of the fact that an employee’s spouse, child, or parent is on active military duty or has been notified or an impending call or order to active duty in support of a contingency operation involving the U.S. Armed Forces.
 - f) To care for a spouse, child, parent, or “next of kin” servicemember of the U.S. Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty (up to 26 work weeks to care for an injured service member).
4. The Town will continue to provide group health benefits and will pay the Town's share of the health plan premium during the leave. The employee is responsible for timely payment of his or her share of the premium.
 5. The Town will reinstate the employee to the employee's previously held position or a substantially equivalent one if said position is not available. The employee, however, will lose reinstatement rights to such a position if the employee is unable to perform the essential functions of the job due to physical or mental condition under provisions of the Americans with Disabilities Act.
 6. An employee on FMLA is equally subject to layoffs as are others continuously employed by the department.
 7. The employee is required to give thirty (30) calendar days notice to the department head that a leave under the FMLA is being requested. If such an advance notice is not practical, the employee shall inform the department head of the need for leave as soon as possible.
 8. Leaves shall be applied for in writing to the department head with accompanying documentation and verification by the appropriate medical provider. The request shall normally be initiated by the employee but may be initiated by The Town.

Article IV. INSURANCE BENEFITS

The Town shall provide a health plan as provided below:

Section 4.01 MEDICAL INSURANCE

- A. All employees must enroll in an available medical plan in accordance with PERS and Town regulations. The employee shall pay all administrative fees required by the PERS medical program.
- B. The CalPERS Health Program is governed by the Public Employees Medical and Hospital Care Act (PEMHCA), and the California Code of Regulations (CCR), of the California Public Employees

Retirement Law (PERL). Effective following approval of the CalPERS Health Resolution by the Town of Paradise Town Council, and the subsequent CalPERS Health Contract change date, which is on the first day of the second month in which the resolution is filed and received by CalPERS, the Town agrees to pay monthly a portion of the premiums for a medical plan, up to, but not exceeding the following amounts.

	Town Share Cap
Employee	\$504.16
Employee plus one	\$1,008.30
Employee plus two or more	\$1,310.80

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

Section 4.02 DENTAL INSURANCE

- A. Employees may choose to be covered under a Dental plan in accordance with the plan carrier and Town regulations. 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).
- B. 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.

Section 4.03 VISION INSURANCE

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

Section 4.04 DEFERRED COMPENSATION OPTION

- A. Employees may shift Town share to the medical plan premiums to a Town sponsored deferred compensation program (either MissionSquare, formerly ICMA or VOYA, formerly ING) subject to one of the following conditions:
1. An employee must submit proof of coverage under a qualified 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.
- C. The Town agrees to actively cooperate, within the constraints of the insurance carrier’s re-enrollment regulations, with any employee who desires to re-enroll in the health insurance plans to expedite any such enrollment.

Section 4.05 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.

Section 4.06 LIFE INSURANCE

- A. Town shall provide prepaid life insurance in an amount of one hundred thousand (\$100,000) dollars for the position of Police Lieutenant and one hundred fifty thousand (\$150,000) dollars for the position of Police Chief.
- 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.
- C. This benefit will be taxable to the employee in accordance with IRS guidelines, currently premiums in excess of \$50,000 are taxable to the employee as "other compensation" on w-2's.
- D. Basic Life & AD&D Insurance reduces to 65% when you reach age 65, 45% when you reach age 70 and to 20% when you reach age 80.

Section 4.07 PUBLIC EMPLOYEE UNEMPLOYMENT INSURANCE

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

Section 4.08 WORKER'S COMPENSATION INSURANCE

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

Section 4.09 INTERNAL REVENUE CODE SECTION 125 PLAN

The Town will offer the full Internal Revenue Code Section (IRC) 125 Plan.

Article V. RETIREMENT BENEFITS

Section 5.01 RETIREMENT

- A. The Town shall provide public safety employees in the Association hired before February 14, 2011, a retirement plan under PERS at 3% at 50 formula for safety members. In addition to the 3%@50, the retirement plan shall include the following options:

Government Code Section 20042	One Year Final Compensation
Government Code Section 21574	Fourth Level 1959 Survivor Benefits
Government Code Section 20965	Credit for Unused Sick Leave
Government Code Section 21427	Improved Non-Industrial Disability
Government Code Section 21024	Military Service Credit as Public Service
- B. The Town shall provide public safety employees in the Association hired after February 14, 2011, a retirement plan under PERS of three percent at age fifty-five (3%@55).
- C. In addition to the 3%@55, the retirement plan for employees hired after February 14, 2011, shall include the following options:

Government Code Section 20037	Three Year Final Compensation
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Government Code Section 21574
Government Code Section 20965
Government Code Section 21427
Government Code Section 21024

Fourth Level 1959 Survivor Benefits
Credit for Unused Sick Leave
Improved Non-Industrial Disability
Military Service Credit as Public Service

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

Section 5.02 RETIREE MEDICAL

- A. Employees retiring after enrollment shall be in accordance with PERS medical program regulations.
- B. Employees of the Town, who, within 120 days from the date of separation from employment, receive a monthly retirement allowance under the PERS retirement plan, and are eligible for health enrollment on the date of separation in the Town's medical plan, shall have a Town paid contribution towards their medical plan premium. The contribution shall be under the uneven contribution program in accordance with PERS medical program regulations.
- C. The employer's contribution for each annuitant shall be increased annually by five percent (5%) of the monthly contribution for employees, until such time as the contributions are equal; and that the contributions for employees and annuitants shall be in addition to those amounts contributed by the Public Agency for administrative fees and to the Contingency Reserve Fund.
- D. 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 value is exhausted or the retiree reaches sixty-five (65) or the spouse or surviving spouse reaches 65. The rate of sick leave conversion shall be fifty (50%) percent of the regular daily rate the employee was receiving at retirement. This amount will be calculated at the time of separation and lump sum payout in consideration of this benefit will be processed and paid upon termination.

Article VI. OTHER BENEFITS

Section 6.01 EDUCATION/TUITION REIMBURSEMENT

Purpose: The parties agree to a tuition reimbursement program to be jointly administered by representatives of the Association and the Town.

Education Reimbursement: Police Management and Mid-Management employees shall receive education reimbursement according to the following parameters:

- A. The annual expenditures for this purpose shall not exceed six hundred (\$600) dollars per student per 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" (passing) or better has been earned in the course.
- E. The courses approved must be taken on the employee's own time.

Section 6.02 VEHICLE USAGE

The positions of Police Lieutenant and Police Chief 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.

Article VII. SAFETY & PERSONNEL

Section 7.01 SAFETY PROVISIONS

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

Section 7.02 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.

Section 7.03 TERMS OF PROBATION

- A. Newly hired employees shall have a one-year probation period and shall be eligible for a step increase after one (1) year.
- B. 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.
- C. Failure to pass probation is considered part of the testing process and not a demotion or disciplinary action. The probationary period shall be considered as a portion and extension of the selection process and employees may be rejected at any time by the appointing power without cause during the probation period and shall have no right to appeal the rejection.

Section 7.04 SALARY RANGE POLICY

Disclosure of salaries of individual police Management and Mid-Management employees shall be made only in accordance with the requirement of the California Public Records Act.

Section 7.05 GRIEVANCE PROCEDURE

A. GRIEVANCE DEFINITIONS

1. **Grievance:** A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Memorandum which adversely affects the grievant.
2. **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.
3. **Day:** Day shall mean a day in which the Town's main administrative office is open for business.

B. GRIEVANCE PROCESS

1. Informal Level.

Within five (5) 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 five (5) days to give an answer to the employee.

2. Formal Levels.

- a. **Level 1.** If a grievant is not satisfied with the resolution proposed at the informal level, he/she may within ten (10) 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.
- b. **Level 2.** If the grievant is not satisfied with the written answer from the supervisor, the grievant may within ten (10) days from the receipt of such answer, file a written appeal to the department head. Within ten (10) days of receipt of the written appeal, the department head or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and give written answer to the grievant.
- c. **Level 3.** If the grievant is not satisfied with the written answer from the department head, the grievant may, within ten (10) days from the receipt of such answer file a written appeal to the Town Manager. Within ten (10) 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.

- d. Level 4. If the grievant is not satisfied with the written answer from the Town Manager, the grievant may, within ten (10) days from the receipt of such answer, file a written appeal to the Town Council. Within ten (10) days of receipt of the written appeal, the Town Manager or his/her designee, shall schedule a personnel session with the concerned parties and the Town Council. The Town Council will conduct the hearing and render a decision which shall be final and binding on both parties.

C. GENERAL PROVISIONS

1. 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.
2. 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.
3. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.
5. Proof of service shall be accomplished by certified mail or personal delivery.

Section 7.06 TERMINATION OF MANAGEMENT AND MID-MANAGEMENT EMPLOYEES

In the event a non-probationary Police Lieutenant employee is terminated other than for willful misconduct in office, they will receive, at a minimum, thirty (30) days written notice and pay for legally mandated unused annual vacation leave, administrative leave, and sick leave in accordance with this MOU and the Town Personnel Rules.

In the event a non-probationary Police Chief employee is terminated other than for willful misconduct in office, he/she will receive, at a minimum, thirty (30) days written notice and pay for legally mandated unused annual vacation leave, administrative leave, and sick leave in accordance with this MOU and the Town Personnel Rules.

Article VIII. CLOSING

Section 8.01 SAVINGS PROVISION

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

Section 8.02 FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

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

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

Section 8.03 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.

Section 8.04 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 Police Management and Mid-Management Unit. It is recognized that certain provisions may require ordinance changes in order to be effectuated.

Section 8.05 TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be effective as of July 1, 2022 and shall remain in full force and effect to, and including June 30, 2025. After June 30, 2025, the Memorandum shall terminate. Until the Town and Association agree on the terms for a subsequent memorandum of understanding, or there is completion of 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: 06/13/2022

Town Representative:




Kevin Phillips, Town Manager

Association Representatives:



Chief Reinbold



Lt. Borgman



Lt. Kovacs

TOWN OF PARADISE SALARY PAY PLAN
POLICE MANAGEMENT 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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POLICE LIEUTENANT

Effective July 4, 2022

HOURLY	40	47.48	49.85	52.34	54.96	57.71	60.60
BIWEEKLY		3,798.40	3,988.00	4,187.20	4,396.80	4,616.80	4,848.00
MONTHLY		8,229.87	8,640.67	9,072.27	9,526.40	10,003.07	10,504.00
ANNUAL		98,758.40	103,688.00	108,867.20	114,316.80	120,036.80	126,048.00

Effective July 3, 2023

HOURLY	40	49.38	51.85	54.44	57.16	60.02	63.02
BIWEEKLY		3,950.40	4,148.00	4,355.20	4,572.80	4,801.60	5,041.60
MONTHLY		8,559.20	8,987.33	9,436.27	9,907.73	10,403.47	10,923.47
ANNUAL		102,710.40	107,848.00	113,235.20	118,892.80	124,841.60	131,081.60

Effective July 1, 2024

HOURLY	40	51.36	53.93	56.63	59.46	62.43	65.55
BIWEEKLY		4,108.80	4,314.40	4,530.40	4,756.80	4,994.40	5,244.00
MONTHLY		8,902.40	9,347.87	9,815.87	10,306.40	10,821.20	11,362.00
ANNUAL		106,828.80	112,174.40	117,790.40	123,676.80	129,854.40	136,344.00

POLICE CHIEF

Effective July 4, 2022

HOURLY	40	60.78	63.82	67.01	70.36	73.88	77.57
BIWEEKLY		4,862.40	5,105.60	5,360.80	5,628.80	5,910.40	6,205.60
MONTHLY		10,535.20	11,062.13	11,615.07	12,195.73	12,805.87	13,445.47
ANNUAL		126,422.40	132,745.60	139,380.80	146,348.80	153,670.40	161,345.60

Effective July 3, 2023

HOURLY	40	63.21	66.37	69.69	73.17	76.83	80.67
BIWEEKLY		5,056.80	5,309.60	5,575.20	5,853.60	6,146.40	6,453.60
MONTHLY		10,956.40	11,504.13	12,079.60	12,682.80	13,317.20	13,982.80
ANNUAL		131,476.80	138,049.60	144,955.20	152,193.60	159,806.40	167,793.60

Effective July 1, 2024

HOURLY	40	65.74	69.03	72.48	76.10	79.91	83.91
BIWEEKLY		5,259.20	5,522.40	5,798.40	6,088.00	6,392.80	6,712.80
MONTHLY		11,394.93	11,965.20	12,563.20	13,190.67	13,851.07	14,544.40
ANNUAL		136,739.20	143,582.40	150,758.40	158,288.00	166,212.80	174,532.80