

**TOWN OF PARADISE
RESOLUTION NO. 2022-44**

**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 GENERAL EMPLOYEES UNIT
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-Millias-Brown Act of the State of California, commencing with Government Code Section 3500, requires certain procedures to be followed regarding Employee-Employer relations; and

WHEREAS, the Town Council has directed the Town Manager to meet and confer in good faith with members of the Town of Paradise General Employees Unit, and they have so met.

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

Section 1. That the attached Memorandum of Understanding (MOU) between the Town of Paradise and the Town of Paradise General Employees Unit is approved for execution by the Town Manager.

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

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 29th day of June 2022.

AYES: Greg Bolin, Steve "Woody" Culleton, Rose Tryon and
Steve Crowder, Mayor
NOES: None
ABSENT: Jody Jones
NOT VOTING: None


Steve Crowder, Mayor

ATTEST: June 29, 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
TOWN OF PARADISE GENERAL EMPLOYEES UNIT



JULY 1, 2022 THROUGH JUNE 30, 2025

ADOPTED BY TOWN COUNCIL
RESOLUTION NUMBER 2022-44

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Article I. OPENING

Section 1.01 PREAMBLE

This Memorandum of Understanding hereinafter referred to as the "Memorandum," has been prepared pursuant to the terms of Resolution No. 81-23, of the Town of Paradise, hereinafter referred to as "Town," and the Operating Engineers Local No. 3, hereinafter referred to as "Union."

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

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

Section 1.02 HARASSMENT, DISCRIMINATION AND RETALIATION PROHIBITED

The Town and Union 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 Union 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 Union as the sole and exclusive representative of all full-time and part-time (assigned to more than 1040 hours per fiscal year) employees employed by the Town and assigned to classifications listed in Appendix "A" hereto.

Section 1.04 TOWN – UNION RELATIONS

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

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:

Town's principal authorized agent:

- A. Kevin Phillips, Town Manager
5555 Skyway
Paradise, CA 95969
- B. Union's principal authorized agent:
Art Frolli, Business Representative
Operating Engineers, Local No. 3
20308 Engineers Lane
Redding, CA. 96002

The Union shall provide to the Town and keep current the names of the designated representative and a list of persons authorized to act on its behalf or receive service in its name.

Section 1.07 UNION DUES DEDUCTIONS, INFORMATION AND ORIENTATION

Members of the Union in good standing shall authorize the payment of dues to the Union through payroll withholding. The Town shall withhold dues in accordance with the procedures set forth in this section.

a) **Authorization For Payroll Deductions**

The Union shall be responsible for obtaining and maintaining dues deduction authorizations for bargaining unit employees. Evidence of dues deduction authorizations shall not be required to be provided to the Town, any disputes about authorizations for dues deductions or inquiries from employees requesting a change in membership status or dues deduction authorization shall be referred to the Union.

The Union shall provide a list of the employees for which deductions are to be withheld (the "certified list") containing the name of each bargaining unit employee and the amount of dues authorized to be withheld. The Union is responsible for providing updated lists to the Town whenever a change in dues authorizations occurs or when dues amount change.

The town shall begin deductions from any union-certified list at the beginning of the first pay period for which the payroll closing date is not less than five (5) days after receipt of the approved form. Dues amounts withheld from employees will be provided to the Union along with a list of employees for whom deductions were made no later than thirty (30) days after deductions were withheld. The list of employees shall include the following employee data along with the amount withheld: The full name (first, middle, last, suffix) employee number, job classification, job type (full-time / part-time), bargaining unit, hours worked in the preceding payroll period, pay step, pay rate, and division (sub-code of department).

The Union hereby fully indemnifies and shall defend and hold the Town harmless against any claims involving dues deductions or authorizations.

b) Information Provided to Union

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

1. Within 30 days following a new hire: The employee's name, home addresses, home and cell phone numbers, personal and work email addresses, work locations, department, employee identification number, hourly rate of pay, hours worked and gross pay. This same information shall be made available on an ongoing basis to the Union for all bargaining unit members at the beginning of every quarter, approximately every 90 days (in January, April, July, and October).
2. Information provided to the Union pursuant to this section shall not cause the information to become a public record, and if considered part of the confidential personnel files of an employee it shall continue to be so considered for all purposes.
3. The Union 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.

c) Union Orientation of Newly Hired Bargaining Unit Members

The Town shall provide the union with ten (10) days advance notice prior to any new employee orientation when practicable. The union 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 union may elect to participate in new employee orientation and shall be allotted fifteen minutes to present information about the union and union membership.

Union presentations or other participation in orientation shall be by a recognized steward or union paid staff only. If the union determines it will send a Steward who is also a Town bargaining unit employee to the orientation rather than its own paid staff, The Town agrees to paid release time up to thirty (30) minutes to the recognized Steward.

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

If the union 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 union, including a union card allowing the employee to elect membership and authorizing the dues deduction. All packet materials shall be provided by the Union.

Town agrees to provide payroll deduction of dues for those employees who authorize such deductions for payment directly to the Union. The Union shall indemnify and hold the Town harmless against any costs accruing from any and all claims which arise from the implementation of this section.

Section 1.08 BULLETIN BOARDS AND DEPARTMENT MAIL

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

Article II. WAGES & WORKING CONDITIONS

Section 2.01 WAGES

- A. Rates of pay. The hourly, monthly, yearly salary range and effective date for each classification within the Association, including steps, shall be as shown on Appendix A attached hereto and incorporated as an integral part of this Memorandum.
- B. When an employee's position is reclassified to a classification with a higher salary range, the employee's pay shall be set at the first step of the new range or the next higher step in the new range that provides the employee a salary increase of a minimum of five (5%) percent. This reclassification or promotion will change the employee's original merit review date to the new job classification change date.
- C. Effective the first full pay period following July 1, 2022 (July 4, 2022), all General Unit employees shall receive a 4% cost of living increase to base salary pay plan
- D. Effective the first full pay period following July 1, 2023 (July 03, 2023), all General Unit employees shall receive a 4% cost of living increase to the salary pay plan schedule.
- E. Effective the first full pay period following July 1, 2024 (July 01, 2024), all General Unit employees shall receive a 4% cost of living increase to the salary pay plan schedule.

Section 2.02 WORK SCHEDULES

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

- 2. Four (4) ten (10) hour days.
- 3. Four (4) nine (9) hour days and one (1) four (4) hour day.
- C. Management retains the right to schedule the consecutive workday other than Monday through Friday to the meet operational needs of the Town. Employees affected by such change will be given, (except in an emergency), fourteen (14) days prior notice of any permanent shift or schedule change.
- D. Employees who are assigned to work less then forty (40) hours per week shall work hours as scheduled by the Town to assure the efficiency and operational needs of Town services.
- E. A workday is defined as starting at 12:01am and ending at 12:00am (midnight).
- F. Flex Time. Employees may request flex time which shall be granted at the discretion of their supervisor, so long as it does not create overtime. If a supervisor grants an employee flex time, the employee shall be required to work an equal amount of time within the same work week.
- G. For the purpose of eligibility of benefits, employees covered by this Memorandum of Understanding as assigned by the Town to a thirty-six (36) hours per week, shall be considered "full time". Workers assigned less than thirty (36) hours shall be considered "part time" and have benefits prorated on the normal forty (40) hour week benefits rates.
- H. Public Works Streets Maintenance Division Heat Avoidance Working Hours depends on two sets of working hours depending on the time of year. To balance reducing risk of heat-related illnesses and injuries/accidents while performing early morning work with reduced visibility, the following protocols shall be established:

Schedule Type	Hours of Work	Effective Dates
Regular	M-Th: 0700 to 1630 F: 0700 to 1100	All dates excluding Heat Avoidance Schedule
Heat Avoidance	M-Th: 0600 to 1530 F: 0600 to 1000	4th Monday of April – 2nd Monday of September

Section 2.03 OVERTIME

All employees not exempt from the provisions of the Fair Labor Standards Act shall receive overtime pay at time and one-half pay for over forty hours (40) in a week. Over time may be paid or credited as CTO as set out in Section 2.04.

Section 2.04 COMPENSATORY TIME IN LIEU OF PAY

- A. Upon request of the employee, compensatory time off (CTO) may be accumulated in lieu of premium pay for overtime worked. CTO shall be accumulated at the rate of one and one-half times (1-1/2) the normal rate of pay. No more than one hundred twenty (120) hours of CTO may be held in the employees "CTO Bank" at any time. For public works maintenance classifications November 1st, of each year and for all other classes July 1st of each year, no employee may have more than one hundred twenty (120) hours in his/her CTO Bank. An employee may deplete any previously earned CTO by requesting such time off in advance. Such request shall be granted in a reasonable period, unless it unduly disrupt the Town’s ability to provide services

of acceptable quality and quantity for the public during the time requested without the use of employee's service

- B. The CTO limits for road maintenance classes may, upon recommendation of the Public Works Manager and approval by the Town Manager, be temporarily increased up to two (2) times the amounts in Section 2.04.A. due to the needs of the Town.

Section 2.05 LONGEVITY PAY

Longevity pay, formerly Career Performance Pay. Employees in the Unit shall be eligible to participate in longevity pay under the following conditions:

- A. Eligibility.
 - 1. An employee who has completed ten (10) years of continuous service with the Town and who meets the eligibility provisions stated in this section will be eligible to receive longevity pay incentive equal to five percent (5%) of the employee's pay step effective the first pay period following the employee's employment anniversary date.
 - 2. An employee who has completed fifteen (15) years of continuous service with the Town and who meets the eligibility provisions stated in this section will be eligible to receive longevity pay incentive equal to seven and one half percent (7.5%) of the employee's pay step effective the first pay period following the employee's employment anniversary date.
 - 3. An employee who has completed twenty (20) years of continuous service with the Town and who meets the eligibility provisions stated in this section will be eligible to receive longevity pay incentive equal to ten percent (10%) longevity pay effective on the employee's anniversary date.
 - 4. The ten (10) year, fifteen (15) year and twenty (20) year longevity pay increases are not cumulative. The maximum longevity pay is ten (10%) percent of the employee's pay step.
- B. Performance Evaluations. Annually, within thirty (30) days of the employee's employment anniversary date, the employee's performance will be evaluated by the employee's supervisor.
 - 1. If the employee's performance is "satisfactory," longevity pay incentive will be granted for the next year.
 - 2. If the employee's performance is "less than satisfactory," the employee shall not receive longevity incentive for the next year. The denied employee will be eligible for a review in the following year.
- C. Appeal. Denial of a longevity pay, formerly career performance pay incentive, shall not be subject to the normal grievance procedures. An employee receiving a "less than satisfactory" performance report may appeal for a review and determination to the next level of Town management not involved in the initial performance evaluation. The decision of the reviewing manager will be final.

Section 2.06 OUT-OF-CLASS ASSIGNMENTS

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

Section 2.07 CALL BACK

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

Section 2.08 ON-CALL WAGES & VEHICLE

- A. On-call employees shall be paid three dollars and fifty cents (\$3.50) for each hour of on-call assignment. On call time worked will be paid on a one hour minimum of pay. The Town will provide a town issued cell phone to each on-call employee and compensate at time and a half (1-1/2) for overtime worked. Public Works employees shall be in the on-call rotation after being hired and passing the probationary period.
- B. The Town will provide a vehicle to employees while employees are "on-call," under a policy established by the Town Manager
- C. On-Call Hours During Overtime. In an effort to align current practices with policy, the person who is serving as the On-Call employee shall continue to receive On-Call wages pursuant to Section 2.08 of the General MOU concurrent to actual callouts where the employee will be receiving overtime wages or other pay. This procedure creates instances where employees are compensated for more than 24 hours in a given workday.

Section 2.09 OVERTIME MEAL

Effective April 28, 2009, an employee working 2 or more hours over scheduled hours with a 8 hour minimum continuous work shift, with or without a lunch break, shall be eligible for a meal stipend of fifteen dollars (\$15.00). For example, an employee on a nine (9) hour shift would b-e eligible for the meal stipend when working eleven (11) or more hours on a continuous work shift. When the Town activates the Emergency Operations Center (EOC) at level 2 and is providing meals, no meal allowances will be provided for that period of time. If employee is travelling and submits per diem meal(s), this overtime meal section shall not apply for the same work period.

Section 2.10 UNIFORM ALLOWANCE

- A. Effective July 1, 2008, full-time Animal Control, Fire Prevention employees, and Community Service Officers will receive six hundred eighty two dollars (\$682.00) per year for the cost and

maintenance of their uniform to be paid in 24 equal bi-weekly increments throughout the fiscal year.

- B. Each field personnel will receive a five hundred dollar (\$500.00) annual boot allowance, for the purchase, use and maintenance of work boots, which meet the approval of the Town, to be paid in July of each year. Other positions may be considered based on the percentage of time they spend in the field and the safety risk on a case by case basis and approved by the Department head.
- C. The Fleet Mechanic and Fleet Services Supervisor will receive a five hundred dollar (\$500.00) uniform allowance per year for the cost and maintenance of the work uniform to be paid in 24 equal bi-weekly increments throughout the fiscal year.
- D. The Fleet Mechanic and Fleet Services Supervisor will receive one thousand seven hundred and fifty dollars (\$1,750.00) as a tool allowance for personally providing, using, and maintaining the mechanic tools necessary for the performance of the Town mechanic duties, to be paid in July of each year.
- E. Any allowances listed in the above section will be available to part-time employees covered under this MOU on a pro-rated basis.

Section 2.11 GYM REIMBURSEMENT

The Town proposes a gym reimbursement of up to \$120 per quarter, to reimburse actual cost of gym membership or subscription, up to the limit stated, for employees who attend the gym at least 13 times in a quarter. Employee shall submit proof of attendance and payment to be eligible for reimbursement.

Article III. PAID LEAVES

Section 3.01 HOLIDAYS

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

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Fourth Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving	Designated Thursday in November
Thanksgiving pre/post	Wednesday or Friday, Town designates
Pre/Post Christmas Day*	*See chart to follow
Christmas Day	December 25 th

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

Friday, such employees will then observe the holiday on the preceding Thursday, or portion thereof.

2. If a holiday falls on a Sunday the following Monday will be observed.
 3. A holiday for full time employees shall consist of eight (8) hours of paid time off. An employee whose work schedule is greater than eight (8) hours a day may use floating holidays, vacation, CTO or flexible work hours during that workweek to make up the difference between the hours of an assigned work day and the defined eight (8) hour holiday. Holiday pay shall be prorated for part-time workers.
- B. *The Pre/Post Christmas Day Holiday shall be taken by the employee on the day before or the day after Christmas according to the following schedule:

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

- C. Recognized Holidays - Animal Control Employees
- Effective June 30, 2005, all permanent full-time Animal Control employees shall receive one hundred and twenty-four (124) hours straight pay in lieu of Holiday Leave. Effective January 1, 2009, due to a CalPERS requirement, holidays will be paid in 26 bi-weekly equal increments throughout the calendar year. New hires that start after the 1st of the year will receive a prorated portion.

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. Department heads shall approve sick leave for the purposes mentioned in the above section. However, if in the opinion of the department head or Town Manager, there is a need for substantiating evidence or an investigation in regard to appropriate use of sick leave, he/she may require the employee to submit substantiating evidence including, but not limited to, a physician's certificate. 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. 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.
 - F. Rate of Accrual. Paid sick leave shall accrue as follows:
 1. Eight (8) hours per month for full-time employees.
 2. A regular part-time employee shall accrue sick leave with pay in proportion that his/her hours of service bear to full-time service.
 3. No sick leave credit shall be earned when an employee is on leave without pay.
 4. Effective October 20, 2011, sick leave may be accumulated to a maximum of one thousand and forty (1,040) hours. No sick leave shall be earned beyond one thousand and forty (1,040) hours. Employees with a sick leave balance over the new cap of 1,040 hours at the time of approval of this Memorandum shall have their balance grandfathered; provided however, no new sick leave accumulation shall be earned over 1,040 hours by such employees.
 - G. 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.
 - H. 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.

- I. Records. Sick leave shall be certified by the department head to the Human Resources Manager as well as recording time in the timekeeping system. Payroll shall maintain complete and accurate sick leave records for all employees.
- J. 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, reinstatement in accordance with the Town's Personnel Rules, or military leave, such employee shall be credited with any unused or uncompensated sick leave which had accumulated prior to such break in service. This sick leave balance will be added back upon resumption of employment.

Section 3.03 VACATION LEAVE

- A. Eligibility. All regular employees who are eligible for benefit under this Memorandum are eligible to earn and accrue vacation leave.
- B. Rate of Accrual.
 - 1. Except as otherwise provided in this section, eligible employees who are in a full-time paid status as defined in Section 2.02 shall earn vacation leave with pay at the following rate:

Years of Service	Vacation Hours Accrued Annually
0- 4	80 Hours
5- 9	120 Hours
10 & Over	200 Hours
 - 2. Eligible employees who are not in a paid status of a full time during a pay period shall be credited with the appropriate prorated accrual based on the above hourly rates and actual hours in a paid status.
 - 3. Employees who on December 31 of any year exceed the vacation accrual limit shall not earn vacation until the vacation accrual is reduced to the limit allowed.
- C. Vacation Accrual During Probation. New probationary employees during the first thirteen (13) pay periods of their probation period, shall accrue vacation, but shall not take vacation until after his/her thirteenth (13th) pay period.
- D. Use of Vacation. The time at which an employee may use his/her accrued vacation leave and the amount to be taken at any one time shall be determined by the department head with particular attention to the needs of the Town, but also as far as possible, considering the wishes of the employee.
- E. Maximum Accumulation. An employee may accumulate up to two times the employee's annual vacation accrual rate. No additional vacation shall be earned once an employee has accrued two times the employee annual accrual earnings.
- F. Terminal Vacation Pay. Employees who are separated from the Town shall be entitled to a lump sum payment for vacation leave accumulated as of the last day worked. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due to the decedent is paid.

- G. Transfer of Vacation Leave. When an employee is transferred to, or appointed to, another department, his/her vacation credit shall be assumed by the new department.

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 3 days of regularly scheduled work for each leave. "Immediate family" is defined as: a person related by blood, marriage, or adoption who is a spouse, son, daughter, sister, sister-in-law, brother, brother-in-law, mother, father, mother-in-law, father-in-law, grandchild, grandfather, or grandmother of either husband or wife, or any other relative residing in the employee's immediate household. The aforementioned bereavement leave shall not be deducted from or otherwise charted against sick leave or any other accrued leave or vacation.

Section 3.05 FAMILY MEDICAL LEAVE ACT (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.

Section 3.06 FLOATING HOLIDAYS

Floating Holidays are to be taken at an employee's discretion, subject to prior management approval.

- A. Rate of Accrual: Floating Holidays (28 hours)
- B. Floating holidays shall be credited at the beginning of the calendar year and shall be used by employee during the calendar year in which they are credited. Upon employment of an employee, a prorated portion of the floating holiday benefit shall be credited on a calendar year basis.
- C. An employee who has not used their floating holidays by the end of the calendar year shall not have the full new year's floating holidays credited but will have hours topped at 28 hours. Example: if there are 8 hours remaining, the employee will get 20 hours topped at a total of 28 hours at the beginning of the calendar year.
- D. The increase in the floating holiday amount from two days to twenty-eight (28) hours is in recognition of final settlement to any and all claims or grievances that may exist or arise over the past practice by the Town of the prior nine (9) hour holiday observance. To be taken at employee's discretion, subject to prior management approval.

Section 3.07 NON PAID MEDICAL LEAVE OF ABSENCE

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

- A. The employee shall have used all accrued sick leave, vacation, and administrative leave time balances.
- B. Leaves of 6 months or less may be granted by the Town Manager. Leaves greater than 6 months require the prior approval of the Town Council.
- C. A request for non-paid medical leave under the provisions of this section requires medical verification by the employee's medical provider and must be provided for in writing to the Town Manager.
- D. The employee may continue in the Town health plans by advancing the full premium during the leave period.
- E. The Town reserves the right to deny a non-paid leave and to deny the extension of such a leave.
- F. An employee granted a leave under this provision is expected to return to his or her normally assigned duties upon the expiration of the leave. He or she is subject to layoffs as if he were working.
- G. 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.

Section 3.08 JURY DUTY

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

Section 3.09 MILITARY LEAVE

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

Article IV. INSURANCE BENEFITS

Section 4.01 MEDICAL INSURANCE

- 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. 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
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 employees.

Section 4.02 DENTAL INSURANCE

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).

Section 4.03 VISION INSURANCE

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

Section 4.04 DEFERRED COMPENSATION OPTION

Employees may shift Town share of the medical plan premiums to a Town sponsored deferred compensation program (either MissionSquare, formerly ICMA, or VOYA, formerly ING) or choose a pay-in-lieu option subject to one of the following conditions:

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

Section 4.05 LONG-TERM DISABILITY INSURANCE

The Town will provide a long-term disability insurance policy in the amount of two-thirds (2/3) of base salary. This coverage will be provided at no expense to the General employees and coverage will

begin when hired, except when an individual, for underwriting reasons, is not able to obtain individual coverage.

Section 4.06 LIFE INSURANCE

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

Article V. RETIREMENT BENEFITS

Section 5.01 RETIREMENT

- A. Effective January 1, 2011, The Town shall have a Two-Tiered Retirement Plan for Miscellaneous employees. These tiers shall consist of a two percent at age fifty five (2%@55) CALPERS plan and a two percent at age 60 (2%@60) CALPERS plan.
 - 1. The Town shall provide for miscellaneous employees in the Association hired before February 14, 2011, the Public Employees Retirement System (PERS) two percent (2%) at fifty-five (55) retirement. The 2%@55 PERS plan shall also include the fourth level of 1959 Survivor Benefits (Section 21574). The 2%@55 PERS plan shall include the one-year final compensation program (Government Code Section 20042).
 - 2. The Town shall provide for Miscellaneous employees in the Association hired on and after February 14, 2011, The Public Employees Retirement System (PERS) plan at two (2%) at sixty (60) retirement. This 2%@60 PERS plan shall also include the fourth level of 1959 Survivor Benefits (Section 21574). This 2%@60 PERS plan shall include a three (3) year final compensation averaging.
- B. Tier One (2@55) and Tier Two (2@60), employees shall pay the entire seven percent (7%) of the employee paid member contribution rate toward their respective PERS retirement plan.
- C. 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 (2%) at sixty-two (62) retirement. This 2%@62 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 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, 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 the medical plan premium not to exceed the Town contribution to the active rate as prescribed in Town Resolution and PERS Health Plan Regulations.

- C. In addition, accumulated sick leave at time of retirement, not used for any other purpose, may be converted to supplement a health plan premium until the value is exhausted or the retiree reaches sixty-five (65) or the surviving spouse reaches sixty-five (65). The rate of sick leave conversion shall be fifty percent (50%) of the regular daily rate the employee was receiving at retirement. 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 REIMBURSEMENT

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

- A. Eligible employees must be full-time or half time employees of the Town and a part of the General Employees Unit.
- B. The annual expenditures for this purpose shall not exceed \$2,500 in the aggregate for the unit or more than \$600 per student per fiscal year.
- C. Reimbursement shall be one hundred (100%) percent for job required class, seventy-five (75%) percent for job related classes and fifty (50%) percent for career related classes. Determination shall be made by the Town Manager. Approval should be requested prior to signing up for any courses so that the employee will be aware of the amount of reimbursement.
- D. Before reimbursement is given, the employee must submit evidence that a grade of "C" or better has been earned in the course.
- E. The courses approved must be taken on the employee's own time.

Section 6.02 COMPUTER LOAN

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

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

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

Section 7.03 TERMS OF PROBATION

- A. Newly hired employees shall have a one (1) year probation period and shall be eligible for a step increase after one (1) year.
- B. An employee promoted or reclassified to a class with a higher pay range shall have a new merit pay anniversary date effective the date of change. Promotional employees shall serve a six (6) month probationary period. An employee who is promoted and who has passed probation in their formerly held lower class, if rejected during the promotional probation period, shall have the right to return to their former class and pay status.
- C. The probationary period is an extension of the selection process. 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 General employees shall be made only in accordance with the requirement of the Public Records Act. Employee salary information has been deemed to be public information and will be released when, and as required by law.

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 calendar day.
- B. Grievance Process
 1. 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.
 2. Formal Levels

- a. Level 1. If a grievant is not satisfied with the resolution proposed at the informal level, he/she may within fourteen (14) days of the receipt of such answer file a formal written grievance with his/her supervisor on a form containing a statement describing the grievance, the section of this Memorandum allegedly violated, and the remedy requested. The supervisor (or designee) shall, within seven (7) days thereafter give a written answer to the grievant on the form provided.
- b. Level 2. If the grievant is not satisfied with the written answer from the supervisor, the grievant may within fourteen (14) days from the receipt of such answer, file a written appeal to the department head. Within fourteen (14) days of receipt of the written appeal, the department head or his/her designee shall investigate the grievance which may include a meeting with the concerned parties and give written answer to the grievant.
- c. Level 3. If the grievant is not satisfied with the written answer from the department head, the grievant may, within fourteen (14) days from the receipt of such answer file a written appeal to the Town Manager. Within fourteen (14) days of receipt of the written appeal, the Town Manager or his/her designee shall investigate the grievance which shall include a meeting with the concerned parties and give written answer to the grievant.
- d. Level 4. If the grievant is not satisfied with the written answer from the Town Manager, the grievant may, within fourteen (14) days from the receipt of such answer, file a written appeal to the Town Council. Within fourteen (14) days of receipt of the written appeal, the Town Manager or his/her designee shall schedule a personnel session with the concerned parties and the Town Council. The Town Council will conduct the hearing and render a decision which shall be final and binding on both parties.

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 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. Union agrees that under no circumstances will the Union recommend, encourage, cause or permit its members to initiate, recognize, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as work stoppage), in any office or department of this jurisdiction, nor to curtail any work or restrict any production, or interfere with any operation of the Town. In the event of any such work stoppage by 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 General Employees 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 July 1, 2022 through 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 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: 06/22/2022



Town Manager



Union Representative

TOWN OF PARADISE SALARY PAY PLAN
General Employees Unit - Represented by Operating Engineers Local No. 3
Appendix A

Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
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MAINTENANCE WORKER I

Effective July 4, 2022

HOURLY	40	19.02	19.97	20.97	22.02	23.12	24.28
BIWEEKLY		1,521.60	1,597.60	1,677.60	1,761.60	1,849.60	1,942.40
MONTHLY		3,296.80	3,461.47	3,634.80	3,816.80	4,007.47	4,208.53
ANNUAL		39,561.60	41,537.60	43,617.60	45,801.60	48,089.60	50,502.40

Effective July 3, 2023

HOURLY	40	19.78	20.77	21.81	22.90	24.05	25.25
BIWEEKLY		1,582.40	1,661.60	1,744.80	1,832.00	1,924.00	2,020.00
MONTHLY		3,428.53	3,600.13	3,780.40	3,969.33	4,168.67	4,376.67
ANNUAL		41,142.40	43,201.60	45,364.80	47,632.00	50,024.00	52,520.00

Effective July 1, 2024

HOURLY	40	20.57	21.60	22.68	23.81	25.00	26.25
BIWEEKLY		1,645.60	1,728.00	1,814.40	1,904.80	2,000.00	2,100.00
MONTHLY		3,565.47	3,744.00	3,931.20	4,127.07	4,333.33	4,550.00
ANNUAL		42,785.60	44,928.00	47,174.40	49,524.80	52,000.00	54,600.00

OFFICE ASSISTANT

Effective July 4, 2022

HOURLY	30	19.51	20.49	21.51	22.59	23.72	24.91
BIWEEKLY		1,170.60	1,229.40	1,290.60	1,355.40	1,423.20	1,494.60
MONTHLY		2,536.30	2,663.70	2,796.30	2,936.70	3,083.60	3,238.30
ANNUAL		30,435.60	31,964.40	33,555.60	35,240.40	37,003.20	38,859.60

Effective July 3, 2023

HOURLY	30	20.29	21.30	22.37	23.49	24.66	25.89
BIWEEKLY		1,217.40	1,278.00	1,342.20	1,409.40	1,479.60	1,553.40
MONTHLY		2,637.70	2,769.00	2,908.10	3,053.70	3,205.80	3,365.70
ANNUAL		31,652.40	33,228.00	34,897.20	36,644.40	38,469.60	40,388.40

Effective July 1, 2024

HOURLY	30	21.10	22.16	23.27	24.43	25.65	26.93
BIWEEKLY		1,266.00	1,329.60	1,396.20	1,465.80	1,539.00	1,615.80
MONTHLY		2,743.00	2,880.80	3,025.10	3,175.90	3,334.50	3,500.90
ANNUAL		32,916.00	34,569.60	36,301.20	38,110.80	40,014.00	42,010.80

TOWN OF PARADISE SALARY PAY PLAN
General Employees Unit - Represented by Operating Engineers Local No. 3
Appendix A

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

Effective July 4, 2022

HOURLY	40	19.51	20.49	21.51	22.59	23.72	24.91
BIWEEKLY		1,560.80	1,639.20	1,720.80	1,807.20	1,897.60	1,992.80
MONTHLY		3,381.73	3,551.60	3,728.40	3,915.60	4,111.47	4,317.73
ANNUAL		40,580.80	42,619.20	44,740.80	46,987.20	49,337.60	51,812.80

Effective July 3, 2023

HOURLY	40	20.29	21.30	22.37	23.49	24.66	25.89
BIWEEKLY		1,623.20	1,704.00	1,789.60	1,879.20	1,972.80	2,071.20
MONTHLY		3,516.93	3,692.00	3,877.47	4,071.60	4,274.40	4,487.60
ANNUAL		42,203.20	44,304.00	46,529.60	48,859.20	51,292.80	53,851.20

Effective July 1, 2024

HOURLY	40	21.10	22.16	23.27	24.43	25.65	26.93
BIWEEKLY		1,688.00	1,772.80	1,861.60	1,954.40	2,052.00	2,154.40
MONTHLY		3,657.33	3,841.07	4,033.47	4,234.53	4,446.00	4,667.87
ANNUAL		43,888.00	46,092.80	48,401.60	50,814.40	53,352.00	56,014.40

**BUILDING/ONSITE PERMIT TECHNICIAN I
MAINTENANCE WORKER II**

Effective July 4, 2022

HOURLY	40	21.02	22.07	23.17	24.33	25.55	26.83
BIWEEKLY		1,681.60	1,765.60	1,853.60	1,946.40	2,044.00	2,146.40
MONTHLY		3,643.47	3,825.47	4,016.13	4,217.20	4,428.67	4,650.53
ANNUAL		43,721.60	45,905.60	48,193.60	50,606.40	53,144.00	55,806.40

Effective July 3, 2023

HOURLY	40	21.86	22.95	24.10	25.31	26.58	27.91
BIWEEKLY		1,748.80	1,836.00	1,928.00	2,024.80	2,126.40	2,232.80
MONTHLY		3,789.07	3,978.00	4,177.33	4,387.07	4,607.20	4,837.73
ANNUAL		45,468.80	47,736.00	50,128.00	52,644.80	55,286.40	58,052.80

Effective July 1, 2024

HOURLY	40	22.73	23.87	25.06	26.31	27.63	29.01
BIWEEKLY		1,818.40	1,909.60	2,004.80	2,104.80	2,210.40	2,320.80
MONTHLY		3,939.87	4,137.47	4,343.73	4,560.40	4,789.20	5,028.40
ANNUAL		47,278.40	49,649.60	52,124.80	54,724.80	57,470.40	60,340.80

TOWN OF PARADISE SALARY PAY PLAN
General Employees Unit - Represented by Operating Engineers Local No. 3
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Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
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ADMINISTRATIVE ASSISTANT

Effective July 4, 2022

HOURLY	24	21.54	22.62	23.75	24.94	26.19	27.50
BIWEEKLY		1,033.92	1,085.76	1,140.00	1,197.12	1,257.12	1,320.00
MONTHLY		2,240.16	2,352.48	2,470.00	2,593.76	2,723.76	2,860.00
ANNUAL		26,881.92	28,229.76	29,640.00	31,125.12	32,685.12	34,320.00

Effective July 3, 2023

HOURLY	24	22.40	23.52	24.70	25.94	27.24	28.60
BIWEEKLY		1,075.20	1,128.96	1,185.60	1,245.12	1,307.52	1,372.80
MONTHLY		2,329.60	2,446.08	2,568.80	2,697.76	2,832.96	2,974.40
ANNUAL		27,955.20	29,352.96	30,825.60	32,373.12	33,995.52	35,692.80

Effective July 1, 2024

HOURLY	24	23.30	24.47	25.69	26.97	28.32	29.74
BIWEEKLY		1,118.40	1,174.56	1,233.12	1,294.56	1,359.36	1,427.52
MONTHLY		2,423.20	2,544.88	2,671.76	2,804.88	2,945.28	3,092.96
ANNUAL		29,078.40	30,538.56	32,061.12	33,658.56	35,343.36	37,115.52

ADMINISTRATIVE ASSISTANT

Effective July 4, 2022

HOURLY	36	21.54	22.62	23.75	24.94	26.19	27.50
BIWEEKLY		1,550.88	1,628.64	1,710.00	1,795.68	1,885.68	1,980.00
MONTHLY		3,360.24	3,528.72	3,705.00	3,890.64	4,085.64	4,290.00
ANNUAL		40,322.88	42,344.64	44,460.00	46,687.68	49,027.68	51,480.00

Effective July 3, 2023

HOURLY	36	22.40	23.52	24.70	25.94	27.24	28.60
BIWEEKLY		1,612.80	1,693.44	1,778.40	1,867.68	1,961.28	2,059.20
MONTHLY		3,494.40	3,669.12	3,853.20	4,046.64	4,249.44	4,461.60
ANNUAL		41,932.80	44,029.44	46,238.40	48,559.68	50,993.28	53,539.20

Effective July 1, 2024

HOURLY	36	23.30	24.47	25.69	26.97	28.32	29.74
BIWEEKLY		1,677.60	1,761.84	1,849.68	1,941.84	2,039.04	2,141.28
MONTHLY		3,634.80	3,817.32	4,007.64	4,207.32	4,417.92	4,639.44
ANNUAL		43,617.60	45,807.84	48,091.68	50,487.84	53,015.04	55,673.28

TOWN OF PARADISE SALARY PAY PLAN
General Employees Unit - Represented by Operating Engineers Local No. 3
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ADMINISTRATIVE ASSISTANT

Effective July 4, 2022

HOURLY	40	21.54	22.62	23.75	24.94	26.19	27.50
BIWEEKLY		1,723.20	1,809.60	1,900.00	1,995.20	2,095.20	2,200.00
MONTHLY		3,733.60	3,920.80	4,116.67	4,322.93	4,539.60	4,766.67
ANNUAL		44,803.20	47,049.60	49,400.00	51,875.20	54,475.20	57,200.00

Effective July 3, 2023

HOURLY	40	22.40	23.52	24.70	25.94	27.24	28.60
BIWEEKLY		1,792.00	1,881.60	1,976.00	2,075.20	2,179.20	2,288.00
MONTHLY		3,882.67	4,076.80	4,281.33	4,496.27	4,721.60	4,957.33
ANNUAL		46,592.00	48,921.60	51,376.00	53,955.20	56,659.20	59,488.00

Effective July 1, 2024

HOURLY	40	23.30	24.47	25.69	26.97	28.32	29.74
BIWEEKLY		1,864.00	1,957.60	2,055.20	2,157.60	2,265.60	2,379.20
MONTHLY		4,038.67	4,241.47	4,452.93	4,674.80	4,908.80	5,154.93
ANNUAL		48,464.00	50,897.60	53,435.20	56,097.60	58,905.60	61,859.20

ANIMAL CONTROL OFFICER

Effective July 4, 2022

HOURLY	36	22.08	23.18	24.34	25.56	26.84	28.18
BIWEEKLY		1,589.76	1,668.96	1,752.48	1,840.32	1,932.48	2,028.96
MONTHLY		3,444.48	3,616.08	3,797.04	3,987.36	4,187.04	4,396.08
ANNUAL		41,333.76	43,392.96	45,564.48	47,848.32	50,244.48	52,752.96

Effective July 3, 2023

HOURLY	36	22.96	24.11	25.32	26.59	27.92	29.32
BIWEEKLY		1,653.12	1,735.92	1,823.04	1,914.48	2,010.24	2,111.04
MONTHLY		3,581.76	3,761.16	3,949.92	4,148.04	4,355.52	4,573.92
ANNUAL		42,981.12	45,133.92	47,399.04	49,776.48	52,266.24	54,887.04

Effective July 1, 2024

HOURLY	36	23.88	25.07	26.32	27.64	29.02	30.47
BIWEEKLY		1,719.36	1,805.04	1,895.04	1,990.08	2,089.44	2,193.84
MONTHLY		3,725.28	3,910.92	4,105.92	4,311.84	4,527.12	4,753.32
ANNUAL		44,703.36	46,931.04	49,271.04	51,742.08	54,325.44	57,039.84

TOWN OF PARADISE SALARY PAY PLAN
General Employees Unit - Represented by Operating Engineers Local No. 3
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Position Title	Hours/Week	A Step	B Step	C Step	D Step	E Step	F Step
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BUILDING/ONSITE PERMIT TECH II

Effective July 4, 2022

HOURLY	40	23.20	24.36	25.58	26.86	28.20	29.61
BIWEEKLY		1,856.00	1,948.80	2,046.40	2,148.80	2,256.00	2,368.80
MONTHLY		4,021.33	4,222.40	4,433.87	4,655.73	4,888.00	5,132.40
ANNUAL		48,256.00	50,668.80	53,206.40	55,868.80	58,656.00	61,588.80

Effective July 3, 2023

HOURLY	40	24.13	25.34	26.61	27.94	29.34	30.81
BIWEEKLY		1,930.40	2,027.20	2,128.80	2,235.20	2,347.20	2,464.80
MONTHLY		4,182.53	4,392.27	4,612.40	4,842.93	5,085.60	5,340.40
ANNUAL		50,190.40	52,707.20	55,348.80	58,115.20	61,027.20	64,084.80

Effective July 1, 2024

HOURLY	40	25.10	26.36	27.68	29.06	30.51	32.04
BIWEEKLY		2,008.00	2,108.80	2,214.40	2,324.80	2,440.80	2,563.20
MONTHLY		4,350.67	4,569.07	4,797.87	5,037.07	5,288.40	5,553.60
ANNUAL		52,208.00	54,828.80	57,574.40	60,444.80	63,460.80	66,643.20

SENIOR MAINTENANCE WORKER

Effective July 4, 2022

HOURLY	40	24.37	25.59	26.87	28.21	29.62	31.10
BIWEEKLY		1,949.60	2,047.20	2,149.60	2,256.80	2,369.60	2,488.00
MONTHLY		4,224.13	4,435.60	4,657.47	4,889.73	5,134.13	5,390.67
ANNUAL		50,689.60	53,227.20	55,889.60	58,676.80	61,609.60	64,688.00

Effective July 3, 2023

HOURLY	40	25.34	26.61	27.94	29.34	30.81	32.35
BIWEEKLY		2,027.20	2,128.80	2,235.20	2,347.20	2,464.80	2,588.00
MONTHLY		4,392.27	4,612.40	4,842.93	5,085.60	5,340.40	5,607.33
ANNUAL		52,707.20	55,348.80	58,115.20	61,027.20	64,084.80	67,288.00

Effective July 1, 2024

HOURLY	40	26.35	27.67	29.05	30.50	32.03	33.63
BIWEEKLY		2,108.00	2,213.60	2,324.00	2,440.00	2,562.40	2,690.40
MONTHLY		4,567.33	4,796.13	5,035.33	5,286.67	5,551.87	5,829.20
ANNUAL		54,808.00	57,553.60	60,424.00	63,440.00	66,622.40	69,950.40

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CODE ENFORCEMENT OFFICER II
FLEET MECHANIC II

Effective July 4, 2022

HOURLY	40	25.59	26.87	28.21	29.62	31.10	32.66
BIWEEKLY		2,047.20	2,149.60	2,256.80	2,369.60	2,488.00	2,612.80
MONTHLY		4,435.60	4,657.47	4,889.73	5,134.13	5,390.67	5,661.07
ANNUAL		53,227.20	55,889.60	58,676.80	61,609.60	64,688.00	67,932.80

Effective July 3, 2023

HOURLY	40	26.61	27.94	29.34	30.81	32.35	33.97
BIWEEKLY		2,128.80	2,235.20	2,347.20	2,464.80	2,588.00	2,717.60
MONTHLY		4,612.40	4,842.93	5,085.60	5,340.40	5,607.33	5,888.13
ANNUAL		55,348.80	58,115.20	61,027.20	64,084.80	67,288.00	70,657.60

Effective July 1, 2024

HOURLY	40	27.67	29.05	30.50	32.03	33.63	35.31
BIWEEKLY		2,213.60	2,324.00	2,440.00	2,562.40	2,690.40	2,824.80
MONTHLY		4,796.13	5,035.33	5,286.67	5,551.87	5,829.20	6,120.40
ANNUAL		57,553.60	60,424.00	63,440.00	66,622.40	69,950.40	73,444.80

ANIMAL CONTROL SUPERVISOR
CDD PERMIT COORDINATOR
CONSTRUCTION INSPECTOR II
DEPUTY TOWN CLERK
HOUSING PROGRAM TECHNICIAN

Effective July 4, 2022

HOURLY	40	26.90	28.25	29.66	31.14	32.70	34.34
BIWEEKLY		2,152.00	2,260.00	2,372.80	2,491.20	2,616.00	2,747.20
MONTHLY		4,662.67	4,896.67	5,141.07	5,397.60	5,668.00	5,952.27
ANNUAL		55,952.00	58,760.00	61,692.80	64,771.20	68,016.00	71,427.20

Effective July 3, 2023

HOURLY	40	27.98	29.38	30.85	32.39	34.01	35.71
BIWEEKLY		2,238.40	2,350.40	2,468.00	2,591.20	2,720.80	2,856.80
MONTHLY		4,849.87	5,092.53	5,347.33	5,614.27	5,895.07	6,189.73
ANNUAL		58,198.40	61,110.40	64,168.00	67,371.20	70,740.80	74,276.80

Effective July 1, 2024

HOURLY	40	29.10	30.56	32.09	33.69	35.37	37.14
BIWEEKLY		2,328.00	2,444.80	2,567.20	2,695.20	2,829.60	2,971.20
MONTHLY		5,044.00	5,297.07	5,562.27	5,839.60	6,130.80	6,437.60
ANNUAL		60,528.00	63,564.80	66,747.20	70,075.20	73,569.60	77,251.20

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BUILDING/ONSITE INSPECTOR I
FIRE PREVENTION INSPECTOR II

Effective July 4, 2022

HOURLY	40	28.27	29.68	31.16	32.72	34.36	36.08
BIWEEKLY		2,261.60	2,374.40	2,492.80	2,617.60	2,748.80	2,886.40
MONTHLY		4,900.13	5,144.53	5,401.07	5,671.47	5,955.73	6,253.87
ANNUAL		58,801.60	61,734.40	64,812.80	68,057.60	71,468.80	75,046.40

Effective July 3, 2023

HOURLY	40	29.40	30.87	32.41	34.03	35.73	37.52
BIWEEKLY		2,352.00	2,469.60	2,592.80	2,722.40	2,858.40	3,001.60
MONTHLY		5,096.00	5,350.80	5,617.73	5,898.53	6,193.20	6,503.47
ANNUAL		61,152.00	64,209.60	67,412.80	70,782.40	74,318.40	78,041.60

Effective July 1, 2024

HOURLY	40	30.58	32.11	33.72	35.41	37.18	39.04
BIWEEKLY		2,446.40	2,568.80	2,697.60	2,832.80	2,974.40	3,123.20
MONTHLY		5,300.53	5,565.73	5,844.80	6,137.73	6,444.53	6,766.93
ANNUAL		63,606.40	66,788.80	70,137.60	73,652.80	77,334.40	81,203.20

ASSISTANT PLANNER

Effective July 4, 2022

HOURLY	40	28.98	30.43	31.95	33.55	35.23	36.99
BIWEEKLY		2,318.40	2,434.40	2,556.00	2,684.00	2,818.40	2,959.20
MONTHLY		5,023.20	5,274.53	5,538.00	5,815.33	6,106.53	6,411.60
ANNUAL		60,278.40	63,294.40	66,456.00	69,784.00	73,278.40	76,939.20

Effective July 3, 2023

HOURLY	40	30.14	31.65	33.23	34.89	36.63	38.46
BIWEEKLY		2,411.20	2,532.00	2,658.40	2,791.20	2,930.40	3,076.80
MONTHLY		5,224.27	5,486.00	5,759.87	6,047.60	6,349.20	6,666.40
ANNUAL		62,691.20	65,832.00	69,118.40	72,571.20	76,190.40	79,996.80

Effective July 1, 2024

HOURLY	40	31.35	32.92	34.57	36.30	38.12	40.03
BIWEEKLY		2,508.00	2,633.60	2,765.60	2,904.00	3,049.60	3,202.40
MONTHLY		5,434.00	5,706.13	5,992.13	6,292.00	6,607.47	6,938.53
ANNUAL		65,208.00	68,473.60	71,905.60	75,504.00	79,289.60	83,262.40

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General Employees Unit - Represented by Operating Engineers Local No. 3
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FLEET SERVICES SUPERVISOR

Effective July 4, 2022

HOURLY	36	31.21	32.77	34.41	36.13	37.94	39.84
BIWEEKLY		2,247.12	2,359.44	2,477.52	2,601.36	2,731.68	2,868.48
MONTHLY		4,868.76	5,112.12	5,367.96	5,636.28	5,918.64	6,215.04
ANNUAL		58,425.12	61,345.44	64,415.52	67,635.36	71,023.68	74,580.48

Effective July 3, 2023

HOURLY	36	32.46	34.08	35.78	37.57	39.45	41.42
BIWEEKLY		2,337.12	2,453.76	2,576.16	2,705.04	2,840.40	2,982.24
MONTHLY		5,063.76	5,316.48	5,581.68	5,860.92	6,154.20	6,461.52
ANNUAL		60,765.12	63,797.76	66,980.16	70,331.04	73,850.40	77,538.24

Effective July 1, 2024

HOURLY	36	33.76	35.45	37.22	39.08	41.03	43.08
BIWEEKLY		2,430.72	2,552.40	2,679.84	2,813.76	2,954.16	3,101.76
MONTHLY		5,266.56	5,530.20	5,806.32	6,096.48	6,400.68	6,720.48
ANNUAL		63,198.72	66,362.40	69,675.84	73,157.76	76,808.16	80,645.76

BUILDING/ONSITE INSPECTOR II
BUILDING PLANS EXAMINER
SENIOR SUPERVISING CODE ENFORCEMENT OFFICER

Effective July 4, 2022

HOURLY	40	31.21	32.77	34.41	36.13	37.94	39.84
BIWEEKLY		2,496.80	2,621.60	2,752.80	2,890.40	3,035.20	3,187.20
MONTHLY		5,409.73	5,680.13	5,964.40	6,262.53	6,576.27	6,905.60
ANNUAL		64,916.80	68,161.60	71,572.80	75,150.40	78,915.20	82,867.20

Effective July 3, 2023

HOURLY	40	32.46	34.08	35.78	37.57	39.45	41.42
BIWEEKLY		2,596.80	2,726.40	2,862.40	3,005.60	3,156.00	3,313.60
MONTHLY		5,626.40	5,907.20	6,201.87	6,512.13	6,838.00	7,179.47
ANNUAL		67,516.80	70,886.40	74,422.40	78,145.60	82,056.00	86,153.60

Effective July 1, 2024

HOURLY	40	33.76	35.45	37.22	39.08	41.03	43.08
BIWEEKLY		2,700.80	2,836.00	2,977.60	3,126.40	3,282.40	3,446.40
MONTHLY		5,851.73	6,144.67	6,451.47	6,773.87	7,111.87	7,467.20
ANNUAL		70,220.80	73,736.00	77,417.60	81,286.40	85,342.40	89,606.40