

**TOWN OF PARADISE
RESOLUTION NO. 2022-37**

**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 MANAGEMENT GROUP
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 Management Group, and they have so met.

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

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

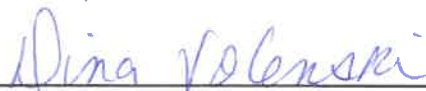
Section 2. Furthermore, the Town Manager is hereby authorized to make appropriate adjustments to the Town's annual budget, including implementation of necessary administrative changes as may be required, to implement the terms and conditions set forth in the MOU.

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, 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 MANAGEMENT GROUP



JULY 1, 2022, THROUGH JUNE 30, 2025

ADOPTED BY TOWN COUNCIL
RESOLUTION NUMBER 2022-37

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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 the Town, and the Town of Paradise Management Group, hereinafter referred to as the Group.

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

Section 1.02 HARASSMENT, DISCRIMINATION AND RETALIATION PROHIBITED

The Town and the Management Group 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 Group 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 Group 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, the Town of Paradise recognizes The Town of Paradise Management Group as exclusive representatives for the following classifications of employees of the Group are those assigned to classifications listed below:

- Community Development Director – Building & Code
- Community Development Director – Planning & Wastewater
- Finance Director/Town Treasurer
- Public Works Director/Town Engineer
- Recovery & Economic Development Director
- Human Resources & Risk Management Director
- Information Systems Director

Section 1.04 TOWN GROUP RELATIONS

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

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 MEMBERSHIP LIST, INFORMATION AND ORIENTATION

A. Information Provided to the Group

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: 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 Management Group 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 Group 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 Group as an affiliated provider of representation services for their members.

B. Orientation of Newly Hired Bargaining Unit Members

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

Group presentations or other participation in orientation shall be by a recognized steward or union paid staff only. If the Group 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.

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

If the Group 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 Group, including information

allowing the employee to elect membership and authorizing the dues deduction. All packet materials shall be provided by the Group.

Article II. WAGES & WORKING CONDITIONS

Section 2.01 WAGES

- A. The Town Manager may grant a new management employee a beginning salary not to exceed the maximum for the affected class. Such salary should reflect a judgment as to the ability of the employee to achieve expected performance standards within anticipated time frames.
- B. Management employees shall be evaluated for salary step adjustments at least annually with any such adjustments made on the employee's anniversary date. The amount of any one adjustment may not exceed two salary steps and shall be granted at the discretion of the Town Manager. Increases in excess of two salary steps may be granted upon recommendation of the Town Manager and approval of the Town Council. In evaluating management employees for salary increases, such performance criteria as may be deemed appropriate by the Town Manager shall be employed.
- C. Effective the first full pay period following July 1, 2022 (July 4, 2022), all management employees shall receive a 4% cost of living increase to the salary pay plan schedule.
- D. Effective the first full pay period following July 1, 2023 (July 3, 2023), all management 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 management employees shall receive a 4% cost of living increase to the salary pay plan schedule.
- F.

Section 2.02 WORK SCHEDULES

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

Section 2.03 FLEXTIME

Employees covered by this memorandum shall work a minimum of eighty (80) hours biweekly depending on the employees work schedule, but the hours worked per day in a biweekly period are flexible. This is in recognition of the special nature of management work.

Section 2.04 MANAGEMENT ADMINISTRATIVE LEAVE

All management employees in Steps A through F of their respective salary schedules covered under this Memorandum are eligible to be allocated up to one hundred twenty (120) hours each fiscal year of Management Administrative Leave pay to compensate for additional time off due to the unique nature of their job. Such leave may be taken, only upon approval of the Town Manager, any time after it has been allocated. Allocation shall occur at the beginning of each fiscal year (July 1), such employee will then be paid for any unused leave at the end of the fiscal year. If any portion of the year is not worked by an employee (i.e. new hire or termination of employment), a prorated portion of this accrual will be calculated. The ability to cash out only

occurs on the last pay date of the fiscal year for the full unused amount OR on termination a prorated percentage less any hours already used becomes vested on the last day of employment.

Section 2.05 DECLARED EMERGENCY COMPENSATION

In the event of a disaster declaration within the Town jurisdiction, employees who are exempt from FLSA shall receive additional compensation at time and one half for hours worked over forth (40) hours in a work week.

Section 2.06 LONGEVITY PAY

- A. Ten Years. An amount equal to five (5.0%) percent of salary at ten (10) year anniversary of employment, will be added to employee's pay. If employee already has 10 years of employment, the five (5.0%) percent will be passed on pay as of July 1, 2006.
- 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%) of salary at anniversary of fifteen (15) years of employment, will be added to members pay.

Section 2.07 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 Management employees who attend the gym at least 13 times in a quarter. Each Management Group employee requesting reimbursement shall submit proof of gym attendance and payment to Town payroll 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 Day	Third Monday 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	Thursday or Friday Town designates
Pre/Post Christmas Day*	*see below
Christmas	December 25 th
- B. If a holiday falls on a Saturday, we will honor it on the preceding Friday. Except for those employees whose regular scheduled workweek includes a non-workday on Friday, such

employees will then honor the holiday on the preceding Thursday. If a holiday falls on a Sunday, the following Monday will be honored. A holiday for full time employees shall consist of eight (8) hours of paid time off.

C. 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

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. Sick leave may be accumulated to a maximum of one thousand and five hundred (1,500) hours. No sick leave shall be earned beyond one thousand and five hundred (1,500) hours. Employees with a sick leave balance over the new cap of 1,500 at the time of approval of this Memorandum shall have their balance grandfathered; provided, however, no new sick leave accumulation shall be earned over 1,500 hours by such employee.

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:

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

- C. Maximum Accumulation. An employee may accrue vacation leave to an equivalent of three times the employee's annual vacation rate. No additional vacation shall be earned once an employee has accrued three time the employee annual earnings.
- D. Terminal Vacation Pay. Employees who are separated from the Town shall be entitled to a lump sum payment for vacation leave accumulated as of the last day worked. In case of death, compensation for accrued vacation leave shall be paid in the same manner as salary due to the decedent is paid.

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 occurrence.

Immediate family is defined as: a person related by blood, marriage, or adoption who is a spouse, son, daughter, sister, sister-in-law, brother, brother-in-law, mother, father, grandchild, grandfather, or grandmother of either husband or wife, or any other relative residing in the employee's immediate household.

The aforementioned bereavement leave shall not be deducted from or otherwise charged 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.

Section 3.06 FLOATING HOLIDAY

- A. Two (2) Floating Holidays.
- B. To be taken at employee's discretion.
- C. Floating holidays shall be credited at the beginning of the calendar year, or upon employment on a prorated basis, and are to be used during the calendar year in which they are credited. An employee who has not used their floating holidays by the end of the calendar year shall not have the full new year's hours credited but will have hours topped up to 16 hours. Example: if an employee has 8 hours remaining, he or she will receive 8 hours topped up to total of 16 at the beginning of the calendar year.

Article IV. INSURANCE BENEFITS

Section 4.01 MEDICAL INSURANCE

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

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

- D. 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 the Dental plan in accordance with the plan carrier and Town regulations.

- B. Effective December 1, 2005, the Town will share the cost of dental premiums at 80% (employer) – 20% (employee) ratio. The 80%-20% ratio will exist for each of the tiers (employee only, employee plus one, and employee plus family).
- C. Any increase in the dental plan premiums 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 the Vision plan in accordance with the plan carrier and Town regulations. The Town agrees to pay 80% of the premium for the vision plan.

Section 4.04 DEFERRED COMPENSATION OPTION

- A. 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) subject to the following conditions:
 - 1. An employee must submit proof of coverage under a spousal health plan, which must be comparable to one of the plans offered under PERS by the Town and a signed health insurance waiver by July 1st and January 1st of each year.
 - 2. An employee must provide proof of coverage under the employee's retired health plan, which must be comparable to one of the plans offered under PERS by the Town, and a signed health insurance waiver by July 1st and January 1st of each year to qualify for waiver from the Town Health Plan requirements.
- B. Effective the first of the month following adoption of this MOU, the maximum amount that can be deferred shall be limited to the amount the Town is contributing towards the "employee only" medical rate only.

Section 4.05 LONG-TERM DISABILITY INSURANCE

The Town shall provide to the employees in the Group long-term disability insurance in the amount of two-thirds (2/3) of base salary and including a rider for future eligibility.

Section 4.06 LIFE INSURANCE

- A. Town shall provide prepaid life insurance in an amount of one hundred fifty thousand dollars (\$150,000) for the members in this group.
- B. 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.
- C. 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

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

Article V. RETIREMENT BENEFITS

Section 5.01 RETIREMENT

- A. Effective February 14, 2011, The Town shall have a Two-Tier Retirement Plan. Tier One will be available to those employees hired before February 14, 2011. Tier Two will be for all employees hired after February 14, 2011.
1. TIER ONE of PERS retirement plan for Management Group employees hired before February 14, 2011, as follows:
 - a. The Town participates in the Public Employee Retirement System (PERS) in accordance with the regulations of PERS to provide a 2% at 55 retirement for all miscellaneous employees in the Group.
 - b. The Town's PERS plan also includes the fourth level of 1959 Survivor Benefits (Section 21574).
 - c. Town employees shall pay the entire seven percent (7%) employee contribution rate to the 2% at 55 retirement plan for miscellaneous employees.
 - d. The PERS plan shall include the one-year final compensation retirement benefit (Section 20042) for both public safety and miscellaneous employees.
 2. TIER TWO of PERS retirement plan for Management Group Members hired after February 14, 2011, as follows:
 - a. The Town participates in the Public Employee Retirement Systems (PERS) in accordance with the regulations of PERS to provide a two percent at age sixty (2%@60) retirement for all miscellaneous employees in the Group.
 - b. The Town's PERS plan also includes the fourth level of 1959 Survivor Benefits (Section 21574).
 - c. Town employees shall pay the entire seven percent (7%) employee contribution rate to the 2% at 55 retirement plan for miscellaneous employees.
 - d. The PERS plan shall include a three-year final compensation retirement benefits (Government Code Section 20037) miscellaneous employees.
 3. 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 a new defined benefit formula of 2% at age 62 for all new miscellaneous members with an early retirement age of 52 and a maximum benefit factor of 2.5% at age 67. The 2%@62 PEPRA 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. Upon enrollment in the PERS medical program, health plans for employees retiring after enrollment shall be in accordance with PERS medical program regulations.
- B. Employees, who, 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 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/TUITION REIMBURSEMENT

To provide incentive and compensation for furthering the education of the Management Team at the Town of Paradise. Management employees shall receive education reimbursement according to the following parameters:

- A. The annual expenditures for this purpose shall not exceed six hundred dollars (\$600.00) per fiscal year.
- B. Reimbursement to an individual may not exceed fifty percent (50%) of actual costs for tuition and textbooks.
- C. Approved reimbursement must be for courses related to the job of the employee.
- D. Before reimbursement is given, the employee must submit evidence that a grade 'C' or better has been earned in the course.
- E. The courses approved must be taken on the employee's own time.

Section 6.02 COMPUTER LOAN PROGRAM - REMOVE

Section 6.03 CAR/CELLULAR PHONE ALLOWANCE

Management Group members that are not provided a Town car and Town cell phone through their department shall receive a monthly car/cellular phone allowance of two hundred dollars (\$200.00) as compensation for using personal vehicle and cellular phone for Town business. Member shall be responsible to provide vehicle insurance and maintenance and shall be reimbursed at the current IRS reimbursement rate when required to travel beyond a thirty (30) mile roundtrip from the Town of Paradise.

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 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 service 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 7.03 PERFORMANCE EVALUATION

The Town Manager shall review and evaluate the performance of the Group employees at least once annually in advance of the adoption of the annual operating budget. The review and evaluation shall be in accordance with the member's job description and specific criteria developed by the Town Manager. Further, the Town Manager shall provide an adequate opportunity for the Group Employee to discuss their evaluation with the Town Manager, and the results of such evaluations shall be reduced to writing. In effecting the provisions of this Section, the Town Manager and the Employee mutually agree to abide by the provisions of applicable law, ordinances, resolutions, and current policies of the Town. Salary. The Town agrees to pay employees for their services rendered pursuant to the wages Section 2.01, payable in installments at the same time as other employees are paid. Indemnification. The Town agrees to indemnify and defend members in accordance with the provisions of California Government Code Section 825 et seq, 995 et seq, and related statutes.

Section 7.04 TERMINATION

- A. After providing non-probationary Group member with a written notice of all charges against them and an opportunity to be heard, TOWN or Town Manager shall have the right to terminate Group member during the term of this Agreement only for cause.
- B. The following activities or conditions shall constitute grounds for termination for cause:
 - 1. Malfeasance
 - 2. Dishonesty
 - 3. Failure to perform duties of Group member at a level that meets requirements.
 - 4. Physical or mental incapacity to perform the duties the Group member is assigned to perform.
 - 5. Insubordination.

6. Failure to comply with Town's ordinances, policies, and regulations or with applicable state of federal laws and regulations.
 7. Abuse of any Town personnel.
- C. In the event non-probationary Group member is terminated with cause as set forth in paragraph A & B above, member will receive, as a minimum, thirty (30) days written notice, and legally mandated pay for unused annual vacation leave, administrative leave, and sick leave in accordance with this agreement and the Personnel Rules for the Town of Paradise.
- D. In the event Group member voluntarily resigns his/her position with the Town before expiration of the aforesaid term of employment, member shall give the Town thirty (30) days written notice in advance or such advance notice as may be otherwise mutually agreed upon.

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 IMPLEMENTATION

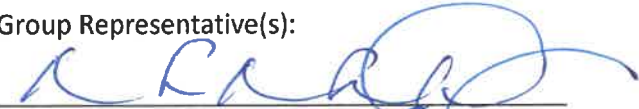
The Memorandum shall be of no force or effect until ratified and approved by formal action of the Town Council and the Management Group. It is recognized that certain provisions may require ordinance changes in order to be effectuated.

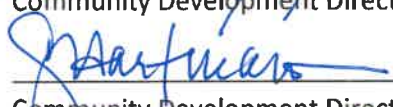
Section 8.04 TERM OF MEMORANDUM OF UNDERSTANDING

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 be terminated. Until the Town and the Association agree on the terms for a subsequent memorandum of understanding, or there is an impasse pursuant to Government Code Section 3505.4 regarding a new memorandum of understanding, the terms of this Memorandum will remain in effect, except for those provisions which have been assigned expirations dates.

DATED: 6.15.22

Town Representative: 
Town Manager

Group Representative(s):

Public Works Director/Town Engineer

Community Development Director – Building & Code

Community Development Director – Planning & Wastewater

Recovery & Economic Development Director

TOWN OF PARADISE SALARY PAY PLAN
MANAGEMENT GROUP
Exhibit "A"

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

Effective July 4, 2022

HOURLY	40	53.71	56.40	59.22	62.18	65.29	68.55
BIWEEKLY		4,296.80	4,512.00	4,737.60	4,974.40	5,223.20	5,484.00
MONTHLY		9,309.73	9,776.00	10,264.80	10,777.87	11,316.93	11,882.00
ANNUAL		111,716.80	117,312.00	123,177.60	129,334.40	135,803.20	142,584.00

Effective July 3, 2023

HOURLY	40	55.86	58.65	61.58	64.66	67.89	71.28
BIWEEKLY		4,468.80	4,692.00	4,926.40	5,172.80	5,431.20	5,702.40
MONTHLY		9,682.40	10,166.00	10,673.87	11,207.73	11,767.60	12,355.20
ANNUAL		116,188.80	121,992.00	128,086.40	134,492.80	141,211.20	148,262.40

Effective July 1, 2024

HOURLY	40	58.09	60.99	64.04	67.24	70.60	74.13
BIWEEKLY		4,647.20	4,879.20	5,123.20	5,379.20	5,648.00	5,930.40
MONTHLY		10,068.93	10,571.60	11,100.27	11,654.93	12,237.33	12,849.20
ANNUAL		120,827.20	126,859.20	133,203.20	139,859.20	146,848.00	154,190.40

COMMUNITY DEVELOPMENT DIRECTOR - BUILDING & CODE ENFORCEMENT
COMMUNITY DEVELOPMENT DIRECTOR - PLANNING & WASTEWATER
FINANCE DIRECTOR/TOWN TREASURER
RECOVERY & ECONOMIC DEVELOPMENT DIRECTOR

Effective July 4, 2022

HOURLY	40	59.28	62.24	65.35	68.62	72.05	75.65
BIWEEKLY		4,742.40	4,979.20	5,228.00	5,489.60	5,764.00	6,052.00
MONTHLY		10,275.20	10,788.27	11,327.33	11,894.13	12,488.67	13,112.67
ANNUAL		123,302.40	129,459.20	135,928.00	142,729.60	149,864.00	157,352.00

Effective July 3, 2023

HOURLY	40	61.65	64.73	67.97	71.37	74.94	78.69
BIWEEKLY		4,932.00	5,178.40	5,437.60	5,709.60	5,995.20	6,295.20
MONTHLY		10,686.00	11,219.87	11,781.47	12,370.80	12,989.60	13,639.60
ANNUAL		128,232.00	134,638.40	141,377.60	148,449.60	155,875.20	163,675.20

Effective July 1, 2024

HOURLY	40	64.12	67.33	70.70	74.24	77.95	81.85
BIWEEKLY		5,129.60	5,386.40	5,656.00	5,939.20	6,236.00	6,548.00
MONTHLY		11,114.13	11,670.53	12,254.67	12,868.27	13,511.33	14,187.33
ANNUAL		133,369.60	140,046.40	147,056.00	154,419.20	162,136.00	170,248.00

TOWN OF PARADISE SALARY PAY PLAN
MANAGEMENT GROUP
Exhibit "A"

Position Title	Hours/ Week	A Step	B Step	C Step	D Step	E Step	F Step
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PUBLIC WORKS DIRECTOR/TOWN ENGINEER

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