

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF MAMMOTH LAKES
AND
THE MAMMOTH LAKES POLICE OFFICERS’ ASSOCIATION
July 1, 2022 to June 30, 2025**

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 et seq). The parties to this Memorandum of Understanding are the Town of Mammoth Lakes, State of California, which hereinafter shall be referred to as “Town” and the Mammoth Lakes Police Officers’ Association, which hereinafter shall be referred to as “Association”. The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of the employees represented by the Association and have exchanged freely information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment, conditions, and employee relations of such employees.

This Memorandum of Understanding has been presented to the Town Council as a joint recommendation of the undersigned for salary, fringe benefits, and other working conditions for the period beginning July 1, 2022 to June 30, 2025, and was ratified by the Town Council on November 16, 2022 and the terms and conditions herein are in full force and effect for affected members of the Mammoth Lakes Police Officers’ Association.

TOWN OF MAMMOTH LAKES

MAMMOTH LAKES POLICE OFFICERS’
ASSOCIATION

Daniel C. Holler
Town Manager

Daniel Hansen
Mammoth Lakes Police Officers’ Association
Representative

Date

Date

Jamie Gray
Town Clerk

(Insert additional name here)
Mammoth Lakes Police Officers’ Association
Representative

Date

Date

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ARTICLE 1. Agreement

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by and between the Town of Mammoth Lakes (“Town”) and the Mammoth Lakes Police Officers' Association (“Association”).

ARTICLE 2. Recognition

The Town recognizes the Association as the exclusive representative of all full-time employees in the job classifications of Police Officer and Police Recruit.

ARTICLE 3. Non-Discrimination

There shall be no discrimination based on an employee’s race, religious creed, color, national origin, ancestry, sex, age, medical condition, sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military or veteran’s status and/or any other category protected by federal and/or state law. In addition, Town policy prohibits retaliation because of the employee’s opposition to a practice the employee’s participation in an employment investigation, proceeding, hearing or legitimate employee organization activities. Employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct to the Town, and the Town will investigate those complaints.

ARTICLE 4. Definitions

- 4.1 “Base rate of pay” shall mean the employee’s hourly rate of pay as identified in Appendix A.
- 4.2 “Classification seniority” shall be used for the purpose of determining vacation sign-ups, shift bids, and layoffs. Classification seniority shall be defined as the employee’s time in class plus higher class within the Police Department.
- 4.3 “Day” shall mean a calendar day unless otherwise stated.
- 4.4 “Employee” shall mean an employee in the bargaining unit represented by the Association.
- 4.5 “Grievance” shall mean an alleged violation, misapplication, or misinterpretation of this memorandum of understanding by the Association, an employee, or group of employees whose position classification(s) is represented by the Association. Employee evaluations and disciplinary actions are not subject to grievance.
- 4.6 “Regular rate of pay” shall include the employee’s base hourly rate of pay plus any additional incentives or special pay required by the Fair Labor Standards Act (FLSA) to be included in the regular rate, for which the employee qualifies under this MOU.
- 4.7 “Town Manager” is the Chief Administrative Officer of the Town and is appointed by the Town Council.

ARTICLE 5. Town Rights

Town Council retains all of its powers and authority to direct, manage, and control the operation of the Town to the full extent of the law. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Town, the adoption of ordinances, policies, rules, regulations, and practices in

furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement, and then only to the extent such specific and express terms are in conformance with law.

Included in the Town duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its departmental policies, goals, and objectives; insure the rights and privileges of citizens; determine staffing patterns; determine the number and kind of personnel required; maintain the efficiency of Town operations; build, move, or modify facilities; establish budget procedure and determine budgetary allocation; determine the methods of raising revenue; enter into contracts for supplies and services; and take appropriate action in the event of an emergency. In addition, the Town retains the right to hire, classify, assign, transfer, evaluate, promote, demote, suspend, and terminate employees. These rights will be in conformance with the provisions of state and federal laws.

Notwithstanding the forgoing, the parties agree to meet and confer as required under the Meyers-Milias-Brown Act.

ARTICLE 6. Association Rights

- 6.1 The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards located at Town facilities.
- 6.2 The Association shall receive one hundred (100) hours of Association release time annually, for the Association President and/or designee(s) to conduct Association business or attend state or national conferences.
- 6.3 The Town shall allow a reasonable number of Association representatives time off without loss of compensation or other benefits when processing grievances, attending labor management meetings, or formally meeting and conferring with representatives of the Town on matters within the scope of representation.

ARTICLE 7. Dues Deductions

Employees may sign up for payroll deductions of Association dues with the Association. The Association will certify to the Town any new members of the Association.

Town agrees to deduct dues as established by the Association. The sum so withheld shall be remitted by the Town, without delay, directly to the Association along with a list of employees who have had such amounts deducted. As periodically requested by the Town, association agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members, to the Town.

The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over Association dues.

The Association agrees to indemnify and hold harmless the Town, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits,

judgments, and other forms of liability arising out of the application or enforcement of this section. In no event shall the Town be required to pay from its own funds Association dues which the employee was obligated to pay, but failed to pay, regardless of the reasons.

Any Association member who notifies the Town of their desire to discontinue dues deductions or otherwise withdraw from Association membership shall be referred back to the Association. The Town agrees to continue all dues deductions until notified of a deduction change by the Association.

ARTICLE 8. Salary

8.1 Salary Schedule

The salary schedule shall be attached as Appendix "A". The salary schedule shall consist of five (5) salary steps (A-E) that are five percent (5.0%) apart. Employees shall move through the salary steps annually based on an overall satisfactory (or equivalent of) performance evaluation.

8.2 Salary Increases

Employees shall receive the following increases to base rate of pay effective on the dates as shown. Increases will go into effect the first full pay period of July.

July 2022.....	3%
July 2023.....	3%
July 2024.....	3%

ARTICLE 9. Work Schedule

9.1 Workweek

The workweek shall begin at 0001 hours on Monday and end at 2400 hours on Sunday.

9.2 Work Schedule

The work schedule shall be mutually agreed upon by both the Town and the Association.. While not included in the twelve (12) assigned to patrol, the School Resource Officer and/or Detective may be assigned to patrol duties as the needs of the department require.

9.3 Shift Bid and Pay Differential

Employees shall bid annually during the month of November for the following year's shifts and days off. The shift bid shall include four (4) rotations of three (3) months; the rotations begin in January, April, July, and October. Each employee must select two (2) night shifts and two (2) day shifts. Once all employees have selected their shifts, employees may trade shifts for the entire rotation.

Any employee who is required and authorized to work a shift at least part of which falls from 2100 hours to 0700 hours, shall receive a pay differential of two and one-half percent (2.5%) of their base rate of pay for the hours worked from 2100 to 0700 hours. Employees who are assigned to graveyard shift from 2100 to 0700 but are not physically present for the graveyard shift and use comprehensive leave, compensatory leave, or sick leave in place of time actually worked, are not eligible for the graveyard shift pay differential.

9.4 Schedule Changes

The Chief of Police, or designee, may move an employee from one established shift to another established shift with two (2) weeks' notice if the change is deemed to be in the best interests of the department and the Town. In the case where a shift change is between two or more employees, the employee with the most seniority shall have the right to accept or reject the transfer. All schedule changes shall be made with the needs of the department being primary, and the needs of the employee being secondary.

ARTICLE 10. Overtime

10.1 Overtime Policy-Definition

Overtime work is to be kept to a minimum, consistent with the protection of the lives and property of the citizens of Mammoth Lakes and the efficient operation of the department and operation of the Town. Overtime must be authorized by the Chief of Police, or designee. Overtime shall be defined as time worked beyond forty (40) hours during the normal workweek. "Time worked" shall be defined as all time during which an employee is necessarily required by the employer to be on the employer's premises, on duty, or at a prescribed workplace. Properly roved travel time for work purposes will be compensated as "time worked" in compliance with FLSA regulations. Town paid comprehensive leave, compensatory time, and sick time shall be considered "hours worked" and is included for the purposes of calculating overtime. Release time for Association business and any non-paid leave times are not considered "time worked". All employees shall receive paid rest breaks and lunch breaks.

Compensatory time off should be granted in a manner that limits the impact on overtime being generated by the employee requesting the time off and by the department as determined in the Town's discretion.

10.2 Overtime Compensation

For hours worked in excess of forty (40) hours in any workweek, one of the following shall occur at the discretion of the employee.

- (1) Employee shall accrue compensatory time-off on a time-and-one-half basis; or,
- (2) Overtime shall be paid at time-and-one-half the regular rate of pay.

10.3 Maximum Accumulation of Compensatory Time

Employees may accumulate up to one hundred and forty (140) hours of compensatory time. Until the accrued compensatory leave balances are reduced to below one hundred and forty (140) hours, employees shall receive overtime compensation as pay.

10.4 Usage of Compensatory Time

Compensatory time earned shall be used at the employee's discretion with the prior approval of the Chief of Police, or designee. The employee shall be permitted to use the compensatory time off within a reasonable period after making a request if the employee's use of the compensatory time does not unduly disrupt the operation of the department. The department will make every effort to accommodate compensatory leave requests.

10.5 Compensatory Leave at Termination

Upon separation from the Town, employee shall receive payment for all accrued compensatory leave at the employee's current regular rate of pay, or as required by law.

ARTICLE 11. Longevity Pay

11.1 Employees shall receive longevity pay at the following rates, which are not cumulative or stackable:

3.0% at completion of the 10th year
6.0% at completion of the 15th year
9.0% at completion of the 20th year

11.2 Longevity pay shall be paid in accordance with the Town's regular payroll schedule, beginning on the first full pay period after the above periods of continuous service with the Town. Longevity pay shall be calculated at the above stated percentage of the employee's current base rate of pay.

ARTICLE 12. Holiday Pay

In lieu of receiving holidays off, each employee shall receive holiday pay in the amount of seven and one-half percent (7.5%) of the employee's base rate of pay. As holiday payments to employees are not compensation for hours worked, Holiday Pay is not to be paid on the employee's regular rate of pay, nor is it to be included in the overtime calculation as required and provided by the FLSA.

ARTICLE 13. POST Pay

- (a) Employees possessing an intermediate California P.O.S.T. certificate shall receive a pay differential of two and one-half percent (2.5%) of their base rate of pay.
- (b) Employees possessing an advanced California P.O.S.T. certificate shall receive a pay differential of seven and one-half percent (7.5%) of their base rate of pay salary (inclusive of the 2.5% intermediate California P.O.S.T. certificate).

ARTICLE 14. Bilingual Pay

Employees who meet bilingual proficiency qualifications shall receive a pay differential of five (5.0%) of their base rate of pay. The Chief of Police shall designate the language and testing requirements, including periodic re-examination of proficiency as deemed appropriate, which will determine the qualifications for and maintenance of this incentive.

ARTICLE 15. Special Assignment Pay

15.1 Employees assigned by the Chief of Police, or designee, to work in the classification of Officer-In-Charge (OIC) or Field Training Officer (FTO) shall receive an additional five percent (5.0%) pay above their base rate of pay. Employees shall only receive this special pay when actually in the performance of OIC or FTO duties as determined by the Chief of Police, or designee. Employees assigned as the OIC shall receive a minimum of five (5) hours OIC pay for each shift assigned, provided the five (5) hours does not exceed the end of the employee's shift.

To meet CalPERS reporting requirements for OIC and FTO special assignment pay, these additional types of pay are considered "Lead Worker/Supervisor Premium" and shall be reported to CalPERS as such.

- 15.2 Employees selected and assigned to detail in the positions of Detective, DARE Officer (SRO), and Drug Enforcement Officer shall receive an additional five percent (5.0%) above their base rate of pay for the duration of the assignment.

To meet CalPERS reporting requirements for Drug Enforcement Officer special assignment pay, this type of pay shall be considered "Narcotic Division Premium" and shall be reported to CalPERS as such.

- 15.3 Employees selected by the Chief of Police to be trained in and assigned to the Sexual Assault Response Team (SART) and/or Special Enforcement Detail (SED) shall receive an additional two-and one-half percent (2.5%) above their base rate of pay for the duration of the assignment.

To meet CalPERS reporting requirements for SART and SED special assignment pay, SART shall be considered "Police Investigator Premium" and SED shall be considered "Hazard Premium" and both shall be reported as such.

- 15.4 No employee shall be eligible to receive more than seven- and one-half percent (7.5%) in special assignment pay, exclusive of OIC and FTO pay.

ARTICLE 16. Court Pay

Employees required to appear in court on behalf of the Town, shall be compensated at one and one-half (1-1/2) times their regular rate of pay, with a minimum of four (4) hours, providing that this four (4) hour period does not overlap into the employee's regularly assigned shift.

If the court appearance should fall within one (1) hour after the employee's regularly assigned shift or one (1) hour before the employee's regularly assigned shift, the employee shall be compensated only for those hours prior to or extending beyond the assigned shift.

During off-duty time, when the appearance does not require the employee to be physically present (i.e. DMV telephone appearance), employee shall be compensated for a minimum of two (2) hours at one and one-half (1-1/2) their regular rate of pay per appearance.

If an employee is called off a mandatory court appearance with twenty-four (24) hours or more notice, employee shall not receive "on-call" compensation. If employee is called off between twenty-four (24) and twelve (12) hours prior to appearance time, employees shall be entitled to two (2) hours of "on-call" pay. If employee is called off with less than twelve (12) hours' notice, they shall be entitled to three (3) hours of "on-call" pay.

ARTICLE 17. "Call-In" Pay

Call-ins occur when employees are off duty and are called in to work for any reason, including but not limited to, training. An employee who is called in to work shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) the employee's regular rate of pay, providing that this four (4) hour period does not overlap into the employee's regularly assigned shift, at which time employee will be paid for overtime hours actually worked.

ARTICLE 18. "On-Call" Pay

Employees who are assigned when off-duty to be "on-call" for an identified shift must be available to come in to work when requested to do so during that shift. Employees assigned to be "on-call" shall receive compensation equal to two hours at one and one half (1-1/2) times the employee's regular rate of pay for each shift they are "on-call". "On-call" hours shall not be considered as "time worked" for purposes of calculating overtime.

ARTICLE 19. Anniversary Awards

- 19.1 The Town Council recognizes the important contribution made by long-term employees and wishes to reward their service to the Town. Long-term employees are the Town's most valuable asset and are to be commended for their skill, talent, dedication, and service.
- 19.2 The Town shall award employees for every five years of service to the Town according to the schedule below. The following schedule of awards is intended to accompany a certificate of appreciation from the Town Council:

Years	Award
5 years	20 hours of paid administrative anniversary leave
10 years	Council recognition and 30 hours of paid administrative anniversary leave
15 years	Council recognition and 40 hours of paid administrative anniversary leave
20 years	Council recognition and 50 hours of paid administrative anniversary leave
25 years	Council recognition and 80 hours of paid administrative anniversary leave
30 years	Council recognition and 80 hours of paid administrative anniversary leave
35 years	Council recognition and 80 hours of paid administrative anniversary leave

Paid anniversary leave shall have no cash value and must be used within twelve months of the employee's anniversary date.

ARTICLE 20. Equipment and Uniforms

20.1 Equipment and Uniforms

The Mammoth Lakes Police Department takes pride in the professional standard presented by its employees and provides an equipment and uniform reimbursement program to ensure such professional standards are maintained.

Upon hire, employees shall be provided with new, or like new, safety equipment, foul weather gear, and uniform items in accordance with department policy. Following initial issue, employees shall be eligible for reimbursement of up to \$1,300 per fiscal year to be used for the replacement, repair, purchase, cleaning, and maintenance of safety equipment, foul weather gear, and uniform items for law enforcement purposes to be used while on duty only, excluding firearms. At the completion of one (1) year of service, new employees shall be entitled to a pro-rata amount for the remainder of the fiscal year. Unexpended balances shall not roll over to the following fiscal year. Reimbursement shall be authorized at the discretion of the Town Manager, or designee, upon submittal of proof of purchase.

Safety equipment, foul weather gear, and uniform items damaged in the course of duty (i.e. biohazard contamination) will be repaired or replaced by the Town. This excludes normal wear and tear, which is the responsibility of the employee.

Employees may be required to replace equipment and uniform items at the discretion of the Chief of Police, or designee, if the item does not meet the professional appearance standard set forth by the department or does not meet safety requirements. Should the employee have exhausted their \$1,300 balance, replacement of safety equipment, foul weather gear, and uniform items shall be at the employee's own cost. Alterations and customizations beyond what is considered required by the department, shall not be paid for by the Town.

20.2 Reimbursement for Body Armor

Following initial issue, the Town shall provide all employees with a ballistic vest, and carrier consistent and comparable to current equipment used, for use while on duty. Request for specialized body armor or a ballistic vest exceeding Level IIIA must be submitted in writing to the Town Manager, or designee, for approval prior to purchase or replacement.

ARTICLE 21. Duty Weapon Ownership

Employees shall be provided with a one-time duty weapon reimbursement not to exceed \$1,000 for a duty weapon for use when on duty and accessories required for the weapon, which must be pre-approved by the Chief of Police. Employees may purchase the handgun of their choice subject to prior approval by the Chief of Police, or designee.

Employees are required to submit their duty weapon to the Chief of Police or designee annually for inspection. Any employee whose weapon is not fit for duty may, at the discretion of the Chief of Police, be issued a department-owned weapon until the employee's weapon is able to be returned to duty. All costs for maintenance and repair of duty-weapons shall be submitted to the Town for reimbursement.

Employees who complete five (5) years of satisfactory service, shall have the option to take full ownership of their duty weapon (department-issued or purchased) upon separation of employment from the Town. At separation from less than five (5) years of service, employees may purchase their duty weapon at twenty percent (20%) per year depreciation value, to be determined by the Chief of Police, or designee.

ARTICLE 22. Comprehensive and Other Leave

22.1 Comprehensive Leave

Comprehensive leave replaces vacation leave, personal leave, and bereavement leave.

22.2 Scheduling/Notification

The scheduling of paid leave for vacation and personal leave purposes and the amount to be taken at any one time shall be approved by the Chief of Police, or designee, in accordance with the department's rules and with regard for the needs of the department primarily and the preferences of the employee secondarily. Employee must submit their request to use paid leave at least two weeks in advance in order for the department to mandate the shift(s) to be covered. If a request is submitted less than two (2) weeks in advance, approval shall depend on voluntary coverage.

If an employee finds it necessary to take paid leave which has not been scheduled in advance, for bereavement, emergencies, etc., it is the responsibility of the employee to contact their supervisor at least one hour prior to the beginning of their workday to inform the supervisor of their absence. In such circumstances, the Chief of Police, or designee, may mandate shift coverage.

22.3 Comprehensive Leave at Termination

Upon separation from the Town, employee shall receive payment for all accrued comprehensive and compensatory leave at the employee's current regular rate of pay or as required by law.

22.4 Effect of Extended Military Leave

State and federal law require an employer to grant an employee leave for specified military service. The Town will abide by both the spirit and intent of the law.

An employee who is on military leave may, at the employee's request, use comprehensive leave at the time the military leave becomes effective, or at any time during the course of the extended leave.

22.5 Comprehensive Leave Payouts

Employees who have comprehensive leave balances in excess of four hundred (400) hours annually on July 1, shall have those hours in excess of four hundred (400) hours converted to cash and deposited into the employee's MissionSquare Retirement Health Savings ("RHS") account.

Employees may request a pay-out of up to one hundred (100) hours of comprehensive leave annually to be paid in December. All such requests will be processed, and pay-outs made in accordance with a schedule established by the Administrative Services/Finance Director. Employees will be provided ample advance notification of the schedule. Employees requesting a pay-out must retain an accrued comprehensive leave balance of not less than two hundred (200) hours. Pay-outs will be made at the employee's current regular rate of pay.

The Town Manager may authorize payouts at other times upon the specific written request of an employee, but only in the event that extraordinary circumstances warrant such consideration.

22.6 Comprehensive Leave Accruals

Employees shall accrue comprehensive leave based upon their length of continuous service, according to the following schedule:

- | | | |
|-----|----------------------|------------------|
| (a) | 0-1 years of service | 7 hours a month |
| (b) | 1-2 years of service | 10 hours a month |
| (c) | 2-3 years of service | 12 hours a month |
| (d) | 3+ years of service | 15 hours a month |

22.7 Sick Leave

Employees shall accrue eight (8) hours a month of sick leave. There shall be no limit to the amount of sick leave hours an employee can accrue. Sick leave shall have no cash value and may not be converted to comprehensive leave. Upon separation, the employee's sick leave balance shall not be

paid out but shall be reported to CalPERS and converted to service credit as permitted by law and by the Town's contract with CalPERS

22.8 Parental Leave

The California Government Code provides a number of employee benefits for pregnancy, childbirth, and related conditions. The Town provides parental leave in accordance with applicable and state and federal law. The Town will provide up to date and current information on the benefits provided and make all such information available upon request. Such information will be available from the Human Resources Department.

22.9 Family and Medical Leave

State and federal law requires employers to grant family and medical leave under specified circumstances. The Town will abide by both the spirit and intent of the law. The Town provides family and medical leave in accordance with applicable state and federal law. Such information will be available from the Human Resources Department.

22.10 Jury Duty

Employees shall receive full compensation for serving on jury duty, provided that juror pay (not including mileage) received by the employee is paid to the Town.

22.11 Leave without Pay

The Chief of Police may approve an employee's request for up to forty (40) hours of leave without pay per calendar year. Leave without pay may be granted only after all paid leave has been exhausted. All benefits, including leave accrual, health insurance, and retirement, shall be prorated accordingly to the reduction in work hours.

22.12 Unpaid Leave of Absence

The Town Manager may approve an employee's request for up to six (6) months unpaid leave that will guarantee the employee shall retain permanent status upon return. Requests for a leave of absence will be made in writing to the Town Manager and shall contain all relevant facts and circumstances in support of the request. All benefits including leave accrual, health insurance, and retirement shall be terminated for the duration of the leave of absence, except as otherwise required by law. All accrued paid leave balances must be exhausted before the employee may go onto unpaid leave of absence.

ARTICLE 23. Health Insurance Benefits

23.1 Employees and their dependents shall be eligible for coverage under the Town's health plan, subject to the plan's term and conditions.

23.2 The Town will contract with CalPERS health insurance plan. The town will also maintain a flexible benefit program.

- 23.3 The Town shall contribute the PEMCHA minimum amount required by CalPERS per month per employee as the “employer contribution” to the cost of the premium for the health program should the employee elect to participate in the plan.
- 23.4 The Town will provide a monthly contribution to each employee in an amount equal to the cost of coverage under the PORAC health insurance plan based upon the employee’s dependent status definition under the CalPERS health benefit program as “employee”, “employee +1”, or “employee +2” for the employee’s flexible spending (cafeteria) account. This amount is inclusive of the “employer contribution” for the CalPERS health program premium.
- 23.5 Medical-In-Lieu - Employees who do not elect to take the Town’s health insurance must provide proof of health coverage (in accordance with the Town’s Waiver of Health Plan Enrollment). Employees who opt out of Town provided health insurance shall receive four hundred dollars (\$400.00) per month in-lieu which shall be deposited into their MissionSquare RHS account
- 23.6 Employees may participate in the Health Reimbursement Arrangement Plan (HRA) as established by the Town to reimburse employees for vision and dental expenses as outlined in IRS publication 502 and the Town’s vision and dental policy up to a total of \$1,500 for employees and \$800.00 for each dependent (as defined by CalPERS Health) per fiscal year, which total may be combined for the use of either the member or any of their dependents. If two employees are married, they shall not be covered by each other, and their dependent children may only be covered by one parent. New employees not employed by the Town for the full fiscal year shall be entitled to a pro-rata reimbursement amount upon hire. Up to 80% of the unused portion of the total benefit, (not to exceed \$2,000 per year for employees with less than one year of service with the Town) may be “rolled over” from one fiscal year to the next, for a total of not more than three fiscal years. For purposes of identifying the unused portion, receipts for services performed in the previous fiscal year must be submitted within sixty (60) days of the beginning of the new fiscal year. Requests submitted after sixty (60) days after the close of the year will be paid out of the current fiscal year’s benefit amount. Requests for reimbursement for services performed in years prior to the immediately preceding fiscal year shall not be reimbursable.

The current fiscal year benefit amount will be used to pay all reimbursement requests. Once the current fiscal year benefit amount is exhausted, rollover benefit amounts from previous years will be used to fund the reimbursement requests. “Rollover Year 1” (defined as the year before the current fiscal year) benefit will be accessed first for reimbursement requests. “Then, Rollover Year 2”, (defined as the fiscal year before Rollover Year 1) benefit amount will be accessed for reimbursement requests. Finally, if current fiscal year and Rollover Years 1 and 2 benefits have been exhausted, “Rollover Year 3” will be accessed for reimbursement requests. Any amount remaining in “Rollover Year 3” 60 days after the close of a fiscal year will no longer be available to fund reimbursement requests. Employees may opt out of the HRA during the annual open enrollment period.

ARTICLE 24. Retirement

The Town will continue its participation in the California Public Employees’ Retirement System (CalPERS).

Retirement Tier 1 – Police Safety Members hired before January 1, 2013, or Classic Members as defined by CalPERS, shall receive the 3% @ 50 retirement formula, highest thirty-six (36) month average final compensation period, the Forth Level of the 1959 Survivor’s Benefit, Unused Sick Leave Option, and a

two percent (2.0%) retirement Cost of Living Adjustment (COLA). These Police Safety Members shall pay the entire twelve percent (12%) of the CalPERS employee's contribution on a pre-tax basis.

Retirement Tier 2 – New Police Safety Members, as defined by CalPERS, hired on or after to January 1, 2013, shall receive the 2.7% @ 57 retirement formula, highest thirty-six (36) month average final compensation period, the Forth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2.0%) retirement Cost of Living Adjustment (COLA). These Police Safety Members shall pay half of the total normal cost of the retirement plan as determined annually by CalPERS.

ARTICLE 25. Retirement Health Savings Account

The Town shall contract with MissionSquare to provide a vehicle for retiree medical expenses. Employees shall contribute twenty-five dollars (\$25.00) per pay period into their MissionSquare RHS account.

The Town shall contribute three hundred and seventy-five dollars (\$375) per month into each employee's MissionSquare RHS account.

ARTICLE 26. Deferred Compensation

The Town shall maintain a Deferred Compensation Plan (IRC Section 457(b) Plan) in good standing and shall make voluntary participation in the Plan available to all employees.

ARTICLE 27. Life Insurance

The Town shall provide a term life insurance policy for each employee in the amount of \$50,000 until the age of seventy (70), after the age of seventy (70) the benefit shall be reduced to \$25,000. Dependents of employees shall receive a term life insurance policy in the amount of \$5,000.

ARTICLE 28: Rapid Response

At such time staffing levels drop below twelve (12) sworn Officers assigned to patrol, and this staffing level is anticipated to last for more than three (3) months, representatives from the Association and the Town will meet and confer regarding strategies to ensure proper staffing and coverage.

ARTICLE 29. Promotions

29.1 Sergeants

For vacancies in the classification of Sergeant, in the absence of a valid employment list, the Town will conduct a recruitment open to both internal and external applicants. The recruitment shall be conducted in accordance with the Town's Personnel Rules and the testing process shall be determined between the Chief of Police and the Human Resources Department. If there are two (2) internal candidates who successfully pass the testing process, the Town shall select one (1) of the internal applicants for promotion to the classification of Sergeant. In the event there is only one (1) successful internal candidate, the Town may choose to promote that candidate, or to select an external candidate.

At the conclusion of a selection process, successful candidates shall be advised within thirty (30) days, of their position on a valid employment list. When selecting from a valid employment list, the Town may select from any of the candidates regardless of their ranking.

29.2 Police Officers

Police Recruits who successfully complete the Police Academy shall immediately be promoted to the classification of Police Officer and shall be placed at step "A" within the PO/1 range.

ARTICLE 30. Worker's Compensation

Whenever an employee is absent due to the filing of a workers' compensation claim, the employee shall receive full compensation during the first fifteen (15) working days of such absence without deduction from accrued paid leave banks.

If the workers' compensation claim is accepted, the employee shall receive one hundred percent (100%) of their gross pay on a pre-tax basis for a period of up to fifty-two (52) weeks pursuant to California Labor Code Section 4850.

After 4850 leave is exhausted, if the employee is still unable to return to duty, the employee may use accrued leaves to supplement the temporary disability benefits received from the Town's workers' compensation carrier up to the employee's full gross pay. If all paid leave is exhausted, then the employee will be compensated at the statutory rate.

ARTICLE 31. Layoffs

In the event of layoff of employees covered by this MOU, employees shall be laid off in the inverse order of seniority.

Employees who are laid off may take a voluntary demotion within the Mammoth Lakes Police Department, to a class in which the employee had prior probationary or permanent status, provided such a position is held by an employee with less seniority.

A break in employment shall not result in loss of seniority as a result of layoff. Any employee laid off after acquiring permanent status shall, after reinstatement, regain the seniority possessed at the time of layoff. If two or more employees have identical seniority and identical time with the department, ties shall be broken by previous law enforcement experience within the State of California as a full time paid Peace Officer described under 830 P.C.

ARTICLE 32. Personnel Files

Upon approval by the Chief of Police, employees who do not have repeated similar misconduct may have any formal disciplinary action and/or investigations removed from their personnel file at the five (5) year anniversary date of the discipline.

A request to remove documentation for repeated similar misconduct shall be in writing to the Chief of Police and shall be the basis for the request. The removal of documentation shall be at the discretion of the Chief of Police. A decision not to remove documentation more than five (5) years old shall not be subject to challenge by the employee and shall not be subject to the grievance procedure.

Employees wishing to inspect their personnel file may do so by contacting the Chief of Police, or designee.

ARTICLE 33. Grievance Procedure

33.1 Purpose

The purpose of this procedure is to provide for an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

33.2 Formal Grievance Procedure

Level I

The grievant shall submit a written grievance to the Chief of Police within fifteen (15) days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of such event. The Chief of Police, or designee, shall investigate the grievance, which may include a meeting with the concerned parties, and give a written answer to the grievant within fifteen (15) days of receipt of the grievance.

Level II

If the grievant is not satisfied with the written answer from the Chief of Police, the grievant may, within fifteen (15) days of such answer, file a written appeal to the Town Manager. The Town Manager shall investigate the grievance, which may include a meeting with the concerned parties and thereafter give a written answer to the grievant within fifteen (15) days of the receipt of the written appeal.

Level III

If the Association is not satisfied by the decision made by the Town Manager, the Association may, within fifteen (15) days of the receipt of the response from the Town Manager, request a hearing before a third party Hearing Officer. The parties shall select a Hearing Officer within fifteen (15) days from the request for a hearing.

The Hearing Officer shall conduct a hearing and shall either issue an oral bench decision, or shall, within thirty (30) days of conclusion of the hearing, render a written decision and/or order. Any decision and/or order of the Hearing Officer shall be advisory to the Town Manager. The Town Manager may affirm, modify, reverse, or otherwise resolve the decision of the Hearing Officer. The Town Manager's decision shall be final and binding.

33.3 Automatic Advances

If, at any step in the informal or formal grievance procedure, it is determined that the designated person who is to respond to the grievance does not have the authority to resolve the issue presented, the grievance automatically advances to the next line of authority, as designated in the grievance procedure, who does have the authority to respond.

33.4 Costs of Grievance Arbitration

The Town shall be responsible for the entire cost of a Hearing Officer.

33.5 Time Limits

Time limits are considered an integral and important part of the grievance procedure and may not be waived except by mutual written consent of the parties. In the event that a grievant fails to carry their grievance forward within a prescribed time period, the grievance shall be considered withdrawn. If the Town fails to respond with an answer to a grievant within the required time period, the grievance shall be deemed settled in favor of the employee.

ARTICLE 34. Severability

Should any section, clause, or provision of the Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction or invalid by CalPERS, such invalidation of such section, clause, or provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in full force and effect.

Upon such invalidation, the parties agree immediately to meet and confer on substitute provision for such parts or provisions rendered or declared illegal or an unfair labor practice. If the parties are unable to reach an agreement through the meet and confer process, the matter shall be resolved by advisory arbitration. The final decision shall be rendered by Town Council.

ARTICLE 35. Duration

This Agreement is subject to all existing laws of the State of California, ordinances, and regulations of the Town of Mammoth Lakes. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. This Agreement terminates and supersedes those past practices, procedures, understandings, traditions, agreements, or rules and regulations inconsistent with any matters covered in this Agreement. The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives its right to negotiate and agrees that the other party shall not be obligated to negotiate, with respect to any matter covered by this Agreement. The Town agrees that the provision of this Agreement shall not be changed, however, the Town and the Association may mutually agree to reopen this Agreement by meeting and conferring on any provision of the Agreement. Nothing contained herein shall preclude the parties from meeting and conferring on matters not covered by this Agreement, in the accordance with the Meyers-Milias-Brown Act.

This Agreement shall be in effect from July 1, 2022 through June 30, 2025.

APPENDIX A – Salary Schedules

DRAFT