

SIDE LETTER NO. 01-2023
TO THE MEMORANDUM OF
UNDERSTANDING BETWEEN
THE TOWN OF MAMMOTH
LAKES AND
THE MAMMOTH LAKES POLICE SUPERVISORY
ASSOCIATION

The Town of Mammoth Lakes (“Town”) and the Mammoth Lakes Police Supervisory Association (“MLPSA”) hereby agree to modification of the terms and conditions set forth in the Memorandum of Understanding (“MOU”), dated July 1, 2022 through June 30, 2025 between the Town and the MLPSA as it pertains to the position of Police Sergeant as set forth below.

I. Purpose

1. The purpose of the amendments to the MOU is to enhance the operations of the Mammoth Lakes Police Department and to recognize the level of supervision, administration and independent action required of the classification of Police Sergeant.
2. In recognition of the assigned work program, administrative tasks, and supervisory requirements the Police Sergeant position, the MLPSA and Town of Mammoth Lakes have met and conferred in good faith and mutually agree to the changes to the MOU as outlined in this side letter, including the designation of the Police Sergeant position as an exempt employee.

II. MOU Amended Articles

A. Article 4. Definitions – New Section

4.8. “Police Sergeant” shall be classified as exempt under the FLSA. The classification of Police Sergeant, which hereinafter may be referred to as “Sergeant,” exercises substantial independent decision making, supervises subordinate sworn and non-sworn personnel, assists in the development and implementation of policies and procedures, manages, employee staffing levels, provides direction and oversight of employees’ work, provides evaluations of employees, and support directly in-field operations.

B. Article 8. Salary – Salary Schedule Updated

8.1. Salary Schedule

The salary schedule shall be as provided and attached in Appendix “A” consisting of a defined range showing the minimum, mid-point, and maximum of the range. Employees shall move through range based on merit adjustment of up to five percent (5%), which shall not exceed the top of the salary range. Movement through the range is based on an annual evaluation with an overall satisfactory (or equivalent of) performance.

D. Article 10. Overtime - Repealed and “Reserved”

E. Article 12. Holiday Pay - Repealed and “Reserved”

F. Article 13. POST Pay – Repealed and Restated

13.1 Employees possessing a California POST Supervisory Certificate shall receive a pay differential of two and one-half percent (2.5%) of their base rate of pay. Sergeants are required to secure a POST Supervisory Certificate upon completion of two years as a Police Sergeant. POST Certificate Pay will be effective the first full pay period following receipt of the Supervisory Certificate.

13.2 Employees possessing a California POST Management Certificate will receive a pay differential of five percent (5%) of their base rate of pay (inclusive of the 2.5% California POST Supervisory Certificate). POST Certificate Pay will be effective the first full pay period following receipt of the Management Certificate.

G. The following Articles Related to additional pay provisions are Repealed and “Reserved:

- Article 14 Bilingual Pay**
- Article 15 Special Assignment Pay**
- Article 16 Court Pay**
- Article 17 “Call-In” Pay**
- Article 18 “On-Call” Pay**

H. Article 22. Comprehensive and Other Leave – New Sections

22.13 Administrative Leave.

Due to the nature of exempt positions, employees shall receive eighty-eight (88) hours of paid administrative leave per fiscal year. New employees not employed for the full fiscal year shall receive a prorated amount of administrative leave based on their start date. Paid administrative leave shall have no cash value, and unused leave shall not be carried over into the next fiscal year.

22.14 Compensatory Time.

All accrued, unused compensatory time held by current employees shall be paid out in full at the current regular rate of pay as of the second full pay period following the execution of Side Letter 01-2023. The promotion of any Police Officer or Corporal to the position of Sergeant shall have their accrued, unused compensatory time be paid out in full at their current regular rate of pay the pay period prior to assuming the position of Sergeant.

I. Article 26. Deferred Compensation - Amended

The Town shall contribute to a Town Section 457(b) deferred compensation plan for the benefit of Employee. Beginning the first full period following the execution of Side Letter 01-2023, the Town shall contribute into the employee's Section 457(b) plan an amount equal to the amount contributed by that employee, not to exceed fifty dollars (\$50) per pay period for twenty-four (24) per periods per year. The amount of the Town's contribution is subject to a dollar-for-dollar match by the employee. Such contributions shall continue for the Term of this Agreement unless employee matching funds are reduced or eliminated, or the benefit is terminated by Amendment to this Agreement. Payments shall occur as part of the first and second pay periods for each month.

[SIGNATURES ON FOLLOWING PAGE]

TOWN OF MAMMOTH LAKES:

**MAMMOTH LAKES POLICE
SUPERVISORY ASSOCIATION:**

Daniel C. Holler
Town Manager

Date: _____

Joseph Vetter
Mammoth Lakes Police Supervisory
Association Representative

Date: _____

Jason Heilman
Mammoth Lakes Police Supervisory
Association Representative

Date: _____

APPENDIX A
SALARY SCHEDULE

Salary Range	Annual			Monthly			Hourly			Range
	Min	Mid	Top	Min	Mid	Max	Min	Mid	Max	
FY23-24 Amended Base	\$ 135,665	\$ 150,927	\$ 166,190	11,305	12,577	13,849	65.2236	72.5613	79.8989	22.50%
Supervisory POST - 2.5%	\$ 139,057	\$ 154,701	\$ 170,344	11,588	12,892	14,195	66.8542	74.3753	81.8964	22.50%
Management POST - 2.5% (total 5% POST)	\$ 142,448	\$ 158,474	\$ 174,499	11,871	13,206	14,542	68.4848	76.1893	83.8939	22.50%
FY24-25 - Effective first full pay period July 2024	\$ 139,057	\$ 154,701	\$ 170,344	11,588	12,892	14,195	66.8542	74.3753	81.8964	22.50%
Supervisory POST - 2.5%	\$ 142,533	\$ 158,568	\$ 174,603	11,878	13,214	14,550	68.5256	76.2347	83.9438	22.50%
Management POST - 2.5% (total 5% POST)	\$ 146,010	\$ 162,436	\$ 178,862	12,167	13,536	14,905	70.1969	78.0941	85.9912	22.50%