

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF MAMMOTH LAKES  
AND  
THE MAMMOTH LAKES GENERAL EMPLOYEES' ASSOCIATION  
September 1, 2016 to June 30, 2019

**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 General Employees' Association, in its affiliation with AFSCME Local 3291, 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 September 1, 2016 to June 30, 2019, and was ratified by the Town Council on December 21, 2016, and the terms and conditions herein are in full force and effect for affected members of the Mammoth Lakes General Employees' Association, in its affiliation with AFSCME Local 3291.

TOWN OF MAMMOTH LAKES

MAMMOTH LAKES GENERAL EMPLOYEES'  
ASSOCIATION

\_\_\_\_\_  
Daniel C. Holler  
Town Manager

\_\_\_\_\_  
Danny Earls  
General Employees' Association Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jamie Gray  
Town Clerk

\_\_\_\_\_  
Date

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## **ARTICLE 1: Agreement**

The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Town Council of the Town of Mammoth Lakes, California (“Town”) and the Mammoth Lakes General Employees’ Association (“Association”) in its affiliation with AFSCME Local 3291.

## **ARTICLE 2: Recognition**

The Town recognizes the Association as the exclusive representative of all full-time employees whose job classifications are listed in attached Exhibit A.

## **ARTICLE 3: Non-Discrimination**

There shall be no discrimination based on an employee’s race, religious creed, color, national origin, ancestry, sex, age, physical or mental disability, 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 reasonably believes to constitute employment discrimination or harassment or because of 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: Association Rights**

- 4.1 The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards located at Town Facilities and to use the Town email, meeting rooms, equipment, and supplies to notice and conduct meetings. Use of space must not interfere with any Town needs or use.
- 4.2 The Town Manager may authorize up to forty (40) hours annually, not to exceed five (5) days per year, for the Association President or his/her designee to conduct Association business or attend state or national conferences sponsored by employee associations, exclusive of activities directly related to negotiations affecting this MOU. Public agencies shall allow a reasonable number of public agency employee representatives of recognized employee organizations reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the public agency on matters within the scope of representation.
- 4.3 Within thirty (30) days of the ratification of this Agreement, or any subsequent modification thereof, by both parties, the employer agrees to provide an executed copy to the Association and an electronic copy for distribution and placement on the Town’s website.

- 4.4 A representative from the Association shall have the right and the opportunity during normal business hours to speak to a new employee for the purposes of explaining the new employee's contractual rights and introducing him/her to the Association. No employee is required to attend such meeting.
- 4.5 The Town agrees to notify the Association at least thirty days prior to the elimination of any position and/or implementing an employee layoff which would impact Association represented employees. The Association may then request to meet and confer.

## **ARTICLE 5: Town Rights**

It is understood and agreed that the 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 this Agreement, and then only to the extent such specific and express terms are in conformance with law.

Included in these 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.

The Town retains its right to waive, for the duration of the cause, pertinent policies and practices referred to in this Agreement in cases of civil defense, natural disasters, epidemics, or acts of God. All rights, powers, and privileges of the Town shall be exercised by the Town Council and the operation of the Town shall be administered by the Town Manager or any other person properly designated by the Town Council or the Town Manager.

## **ARTICLE 6: Negotiation Procedure**

- 6.1 Either party may utilize the services of outside consultants.
- 6.2 The Town Council and the Association will discharge their respective duties required by this agreement in compliance with the Meyers-Milias-Brown Act (Government Code, Section 3500-3511).

- 6.3 Negotiations shall take place at mutually agreeable times and places, provided that meetings be held within ten (10) days after receipt of a written request.
- 6.4 The Association shall designate a minimum of two (2) representatives to meet with the Town Council's representatives.
- 6.5 The Town agrees to share with the Association all fiscal information necessary to facilitate the negotiation process, and the Town shall provide to the Association one copy of such other county and state financial reports as the Association may request.
- 6.6 The Town agrees to provide the Association with one copy of documents or materials used or relied upon in the negotiation process or pertaining to matters within the scope of representation, and/or other documents within the meaning of the Public Records Act of the State of California at no charge. The Association agrees to provide Town with one copy of any document pertaining to matters within the scope of representation and the negotiation process at no charge. Neither party is obligated to provide documents subject to legal privilege.

## **ARTICLE 7: Personnel Rules and Grievance and Disciplinary Procedures**

- 7.1 The Personnel Rules established pursuant to Town Council Resolution, or as subsequently modified by Council Resolution, are incorporated herein by reference, as are the Grievance and Disciplinary procedures and provisions established pursuant to said Resolution.
- 7.2 In the event that the Town intends to revise disciplinary and grievance procedures in the Town's Personnel Rules, the Town will meet and confer with the Association.

## **ARTICLE 8: Comprehensive and Other Leave**

### ***8.1 Comprehensive Leave: Definition and Effective Date***

Comprehensive leave combines several types of leaves, including vacation leave, sick leave, personal leave, and bereavement leave.

### ***8.2 Scheduling/Notification***

The scheduling of comprehensive leave for vacation and personal leave purposes and the amount to be taken at any one time shall be determined by the Department Head in accordance with the department's rules and with regard for the needs of the Town primarily and the preferences of the employee secondarily.

In the event an employee finds it necessary to take comprehensive leave which has not been scheduled in advance, such as for illness, bereavement, emergencies, etc., it is the responsibility of the employee to make documented attempt to contact (i.e. by phone, in person, or email) his/

her supervisor within one hour of the beginning of his/her work day to inform the supervisor of the unexpected need to utilize comprehensive leave.

It is the responsibility of the employee to maintain an appropriate level of leave sufficient to cover time lost in case of an unforeseeable event. If an employee does not have enough leave left, he/she will have their benefits prorated accordingly for time missed from work. More than one occurrence of missing work without having enough leave to cover time lost may result in discipline.

### ***8.3 Comprehensive Leave at Termination***

Employees leaving municipal service with accrued comprehensive leave shall be paid the amount of accrued comprehensive leave to the date of termination. Payment for accrued comprehensive leave shall be at the employee's current rate of pay and shall occur at the next regular pay date in the payroll period of the date of termination. The Town Manager, at his/her sole discretion, shall have the ability to approve other terms and conditions affecting payout of comprehensive leave at termination for any employee leaving municipal service.

### ***8.4 Comprehensive Carryover/Pay-Outs***

No employee shall be able to carry over a combined total of comprehensive leave of more than eight hundred (800) hours to the following fiscal year unless authorized by the Town Manager. The total comprehensive leave in excess of eight hundred (800) hours shall be deposited into an eligible 457 Plan at the end of each fiscal year at the employee's current regular rate of pay pursuant to applicable state and federal laws.

Employees may request a payout of comprehensive leave twice annually, not to exceed a combined total of 100 hours, once during the second quarter of the calendar year and again during the fourth quarter of the calendar year. All such requests will be processed and pay-outs made in accordance with a schedule established by the Finance Director. Employees will be provided ample advance notification of the schedule. Members requesting a pay-out must retain an accrued comprehensive leave balance of not less than 240 hours. Pay-outs will be made at the employee's current regular rate of pay. Employees may elect to take their payout as cash or may elect to deposit their payout through payroll into an eligible 457 Plan, or other pre-tax account plan, pursuant to applicable state and federal laws.

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

### ***8.5 Comprehensive Leave Accruals***

Employees accrue comprehensive leave based upon their length of continuous service as determined by their anniversary date according to the following schedule:

Date of hire in full-time status until two-year anniversary	16.6667 hrs/month
Two year anniversary	18.6667 hrs/month

Five year anniversary  
Ten year anniversary

20.6667 hrs/month  
22.6667 hrs/month

### **8.6 Parental Leave**

The Town and the Association acknowledge that the California Government Code provides a number of employee benefits for pregnancy, childbirth, and related conditions. The Town and the employees in the unit of representation agree to absolute compliance with the law. The Town will provide up to date and current information on the benefits provided and shall make all such information available to an employee upon request. Such information will be available from the Human Resources Department.

The requirement for integrated use of leave time to coordinate with FLMA, CFRA or other qualifying event may be limited to allow the employee to retain not more than 80 hours of comprehensive leave in their leave bank.

### **8.7 Family and Medical Leave**

The Town and the Association acknowledge that state and federal law requires employers to grant family and medical leave under specified circumstances. The Town and the employees in the unit of representation agree to absolute compliance with the law. The Town will provide up to date and current information on the benefits provided and shall make all such information available to an employee upon request. Such information will be available from the Human Resources Department.

Employees that have a Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA) qualifying event will receive FMLA or CFRA benefits. Those who are also eligible for other benefits such as State Disability Insurance or Workers' Compensation Insurance benefits must utilize paid leave on a prorated basis to supplement their State Disability Insurance or Workers' Compensation Insurance payments and continue to receive the benefits provided under the FMLA and CFRA laws.

The requirement for integrated use of leave time to coordinate with FLMA, CFRA or other qualifying event may be limited to allow the employee to retain not more than 80 hours of comprehensive leave in their leave bank.

### **8.8 Military Leave**

The Town and the Association acknowledge that both state and federal law requires an employer to grant an employee leave for specified military service. The Town and the employees in the unit of representation agree to absolute compliance with the law.

### **8.9 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.



### **8.10 *Leave Without Pay***

The Department Head may approve an employee's request for up to forty (40) hours of leave without pay per calendar year cumulative. Leave without pay may be granted only after all accrued leave has been exhausted. All benefits, including but not limited to, leave accrual, health insurance, and retirement, shall be reduced proportionally to the reduction in work hours.

### **8.11 *Unpaid Leave of Absence***

The Town Manager may approve an employee's request for up to a six (6) month unpaid leave that will guarantee that the member 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. The Town Manager's approval of a leave of absence is discretionary; however, the primary consideration in reaching a decision to grant or deny a leave of absence shall be the efficient and orderly operation of the Town and the affected department. All benefits, including but not limited to, leave accrual, health insurance, and retirement shall be terminated for the duration of the leave of absence. All accrued leave balances must be exhausted before the employee may go onto an unpaid leave of absence.

### **8.12 *Catastrophic Leave***

The Town has a policy that allows employees to donate their leave to other employees that have suffered a catastrophic event and have exhausted all types of leave at their disposal. An employee who is eligible to receive other benefits such as State Disability Insurance or Workers' Compensation benefits may receive Catastrophic Leave on a pro-rated basis not to exceed the employee's normal salary. Information related to Catastrophic Leave shall be available from the Human Resources Department.

## **ARTICLE 9: Worker's Compensation**

### **9.1 *Industrial Accident and Illness Leave***

Industrial accident leave shall be granted as required by law.

### **9.2 *On-the-Job Injury***

Whenever an employee is absent due to an illness or injury arising out of and in the course of employment, the unit member shall receive full compensation, less any Workers' Compensation insurance benefits received, during the first fifteen (15) working days of such absence without deduction from accrued comprehensive leave. Thereafter, if the unit member is still properly absent from duty, he/she may receive, from accrued comprehensive leave, if any, an amount equal to the difference between the amount the member receives as Workers' Compensation insurance benefits and the amount of his/her regular compensation until the unit member returns to work or accrued leave is exhausted. If comprehensive leave is exhausted, then the unit member will be compensated at the statutory rate under the current Workers' Compensation

regulations by the Town's Workers' Compensation Insurance carrier. All benefits, including but not limited to, leave accrual, health insurance, and retirement, shall be reduced proportionally to the reduction in work hours; exceptions to the pro-ration may be considered by the Town Manager.

## **ARTICLE 10: Health Insurance Benefits**

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

### **10.2 *Flexible Benefit Section 125 Program and Benefit Stipend***

The Town will contract with CalPERS for health insurance for the period of this Agreement. The Town will maintain a flexible benefit program.

- a. Employees and their dependents shall be able to participate in the CalPERS Health Program.
- b. The Town shall contribute the minimum amount required by state law 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. This is otherwise known as the PEMCHA minimum.
- c. The Town will provide a monthly contribution to each employee in an amount equal to the cost of coverage under the CalPERS Health Insurance Plan based upon the employee's dependent status definition under the PERS Health Benefit Program as "employee," "employee plus one," or "employee plus two" for the employee's flexible (cafeteria) account. This amount is inclusive of the "employer contribution" for the CalPERS Health Program premium.
- d. Employees hired before September 1, 2016 may elect to receive cash in lieu of all or a portion of the Town's monthly contribution to the employee's flexible benefit (cafeteria) account (with the exception of the employer contribution for employee health insurance premiums provided to employees electing to participate in the CalPERS Health Program). Monthly contributions shall be defined as the 2007 monthly premium rate established by PERS for "employee and two dependents" for the PERSChoice plan from CalPERS. This monthly contribution amount shall reflect either the "Other Northern California" or "Other Southern California" 2007 premium rate for the PERSChoice plan from CalPERS depending on the employee's zip code on file with the Human Resources Department. Payments from the Town that the employee receives in lieu of the contribution to the flexible spending (cafeteria) account shall not be considered an increase in base compensation for purposes of retirement calculations, and shall be taxable pursuant to IRS regulations (the 2007 rate is \$1,230.32). Employees who have a change in qualifying status for health coverage purposes shall be subject to the same benefit stipend options as employees hired after September 1, 2016.

- e. Employees hired after September 1, 2016 shall not be eligible to receive a partial benefit stipend.
- f. Employees who do not elect to take the Town's health insurance must provide proof of health coverage provided by their spouse or domestic partner's employer (or other group coverage other than Covered California). Employees hired after September 1, 2016 who have another health coverage plan shall be eligible to receive a benefit stipend of \$500 per month.

### 10.3 ***Vision and Dental Health Reimbursement Arrangement (HRA) Plan***

For the period of this MOU, the Town shall reimburse employees every fiscal year for professional services and prescription products and/or frames for dental care and vision correction received as follows:

- \$1,500 for employees
- \$800 per dependent (as defined by PERS Health)

These amounts may be combined for the use of either the member or any of his/her dependents. When two Town employees are married to each other, they shall not be covered by each other and their dependent children may only be covered by one parent. 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 the previous year must be submitted within 60 days of the beginning of the fiscal year. Requests for any prior fiscal year's qualified vision/dental expense submitted after 60 days after the close of the fiscal year will be paid out of the current fiscal year's benefit amount.

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" benefit will be accessed first for reimbursement requests. Then, "Rollover Year 2" 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. Employee may elect to not participate in the reimbursement program by notifying Human Resources with a written request to opt out of the plan. Eligibility for reimbursement ends at the end of the month of termination of employment.

### **ARTICLE 11: Deferred Compensation**

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

### **ARTICLE 12: Retirement Contribution**

12.1 Employees covered by this Agreement will participate in the California Public Employees Retirement System (CalPERS). The Town shall maintain the employer contribution to CalPERS for the term of this Agreement.

Employees participate in PERS as follows:

- a. Employees hired before January 1, 2013, or Classic Members as defined by CalPERS (not new members per CCR 579.1(b)), shall receive the 2.7% @ 55 retirement formula, highest thirty-six (36) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, and a two percent (2.0%) retirement Cost of Living Adjustment (COLA). These Employees shall pay the entire eight percent (8%) of the CalPERS employee's contribution on a pre-tax basis.
- b. Non-Classic employees (New Members - CCR 579.1(a)) hired after January 1, 2013 will pay the full CalPERS required amount to this plan in accordance with the Public Employee Pension Reform Act (PEPRA) employee's contribution on a pre-tax basis. Both parties recognize that this contribution will change from time to time and will be adjusted on the first full pay period of each fiscal year. New miscellaneous members will receive the 2% @ 62 retirement formula, highest thirty-six (36) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, and a two percent (2.0%) retirement Cost of Living Adjustment (COLA).

12.2 The Town agrees to maintain the employer portion of the contribution to PERS.

12.3 Participation in the CalPERS plan discontinues employee participation in the Social Security System related to Town employment.

12.4 All participation in PERS is subject to the contract between the Town and PERS and the interpretation of rules, regulations, and contract by PERS.

12.5 Employee "member contributions" shall be made pursuant to Internal Revenue Code (414)(h)(2).

### **ARTICLE 13: State Disability Insurance**

Employees participate in State Disability Insurance (SDI). Under the California Unemployment Insurance Code, "disability" includes any illness or injury, either physical or mental, including pregnancy, childbirth, or related medical condition that prevents a member from doing their regular or customary work. Employee contributions shall be made via payroll on a pre-tax basis.

Employees who are eligible to receive State Disability Insurance must utilize paid leave on a prorated basis to supplement their SDI payments, in accordance with SDI rules. All requests for such prorated leave must be made in advance of the leave being taken. All benefits, including but not limited to, leave accrual, health insurance, and retirement, shall be reduced proportionally to the reduction in paid leave hours utilized.

## **ARTICLE 14: Payroll Deductions**

During the term of this Agreement and upon compliance with such rules and regulations as the Town may establish, Association dues shall be deducted by the Town from the salary of each employee who has filed a written authorization, on the appropriate Town form, that such deduction be made. An employee may cancel a dues deduction at any time by filing a written authorization that such deduction be discontinued.

The Association agrees to indemnify and hold harmless the Town against all claims, including costs of suit and reasonable attorney fees and/or other forms of liability arising from the implementation of the provisions of this article.

## **ARTICLE 15: Life Insurance**

The Town will provide a term life insurance policy for employees in the amount of \$50,000, dropping to \$25,000 at age 70. Dependents shall be eligible for coverage under the group life insurance policy in the amount of \$5,000; premiums will be paid by the Town.

## **ARTICLE 16: Wellness Program**

- 16.1 Each employee shall be entitled to a wellness benefit of \$650 annually to be used for wellness expenses that support physical activities, nutritional services, and general wellness, including but not limited to fees for a gym membership, personal training, ski pass, race entrance fees, massage, health and fitness classes, smoking cessation programs, weight loss programs, and team fees. Purchases for equipment are limited to similar types of gym equipment such as treadmills, bikes, and other cardiovascular or home-gym equipment. Consumables such as personal gear, parts, accessories, and equipment “ad-ons” are not included. The funds shall be distributed via a reimbursement program. Unused funds shall not carry over to the next fiscal year and will expire unless the employee elects to have the funds distributed to a Town-administered 457 Plan at the end of each fiscal year. Employees not employed by the Town for the full fiscal year shall be entitled to a pro-rata reimbursement amount. For fiscal year 16/17 the benefit shall be pro-rated to \$550 per employee, effective September 1, 2016. Wellness activities shall not be considered employer-sponsored events. All wellness purchases shall be reimbursed subject to Finance Director approval.
- 16.2 The Town shall maintain a corporate membership at an athletic/health club, if available, within the Town limits.

## **ARTICLE 17: Education Reimbursement**

### ***17.1 Education and Training***

Continuing Education – Funding for continuing education may be available to employees on a case-by-case basis and subject to Department Head approval and budget. Licenses, Certifications

and Professional Development – The Town recognizes the importance of having highly skilled employees and encourages employees to take educational and training courses each year. Management will make every effort to assure that Town funds are provided annually in each budget for these purposes.

### **17.2 Educational Reimbursement Policy**

Education reimbursement will be provided in accordance with the Town Educational Reimbursement policy.

## **ARTICLE 18: Anniversary Awards**

The Town Council recognizes the important contribution made by valued long-term employees and wishes to reward their service to the Town. Productive, long-term employees are the Town’s most valuable asset and are to be commended for their skill, talent, dedication, and service.

The Town shall award employees for every five years of service to the Town according to the schedule herein provided. The following schedule of awards is intended to accompany a certificate of appreciation from the Town Council:

Years of Service	Award
5 years	Council recognition and 20 hours of paid administrative leave
10 years	Council recognition and 28 hours of paid administrative leave
15 years	Council recognition and 36 hours of paid administrative leave
20 years	Council recognition and 44 hours of paid administrative leave
25 years	Council recognition and 84 hours of paid administrative leave
30 years	Council recognition and 88 hours of paid administrative leave

*\*\*For each following five-year increment, Council recognition and 88 hours of administrative leave.*

Paid administrative leave shall have no cash value and must be used within twelve (12) months of the employee’s anniversary date.

## **ARTICLE 19: Work Schedule**

19.1 The normal workweek for employees is forty (40) hours. The standard workweek begins at 12:00 a.m. midnight on Monday and ends at 11:59 p.m. on Sunday, unless an alternative work schedule is approved according to the Alternative Work Schedule Policy. Alternative work schedules and work weeks may be established on a departmental basis with the approval of the Town Manager, with the needs of the department and the Town being the primary consideration and the preferences of the employee being a secondary consideration.

19.2 The normal workday for employees is eight (8) hours per day.

19.3 The Town Manager may designate other normal working hours as required by the needs of the Town. This may include what are referred to as 9-80 or 4-10 work schedules.

19.4 If an employee is required to work overtime because of an emergency declared by the Town Manager or designee, that employee's regular work schedule (other than during the period of emergency) shall remain unchanged. Any such overtime shall be treated as compensatory time and shall be used by the employee at the employee's discretion subject to approval by the employee's supervisor or Department Head. In the event the Town is reimbursed by the State or Federal emergency management systems for overtime earned during an emergency, members may, on their individual discretion, request to exchange earned compensatory time for paid time up to the amount of unused compensatory time earned during the emergency. Should reimbursement be in an amount less than required to totally compensate all eligible employees, the funds shall be used as a pool and all employees requesting reimbursement will receive a pro rata share against total overtime hours worked.

## **ARTICLE 20: Salaries and Wages**

### **20.1 Salary Scales**

The eight step salary scale shall remain eight steps.

### **20.2 Base Annual Salaries and Cost of Living Adjustments**

Employees shall receive the following Cost of Living Adjustments (COLAs) to base salary effective on the dates as shown. Increases will go into effect on the first day of the pay period closest to the effective date of the COLA. If the effective date of the COLA falls squarely in the middle of the payroll period, the increase will go into effect on the earlier of the two pay periods.

September 1, 2016 .....2.5%  
July 1, 2018.....2.0%

### **20.3 Bilingual Pay**

The Town acknowledges that bilingual speaking ability may enhance an employee's ability to contribute to the Town. As such, employees who meet bilingual proficiency qualifications may receive a pay differential of five percent (5.0%) of their base salary. Approval of bilingual pay shall be tied into demonstrated enhancements from an employee's ability to speak dual languages. The Town Manager and Human Resources Manager shall determine the appropriateness of bilingual pay, designate language and testing requirements, including periodic re-examination of proficiency as deemed appropriate, and which will determine the qualifications for and maintenance of this incentive.

### **20.4 Special Function Pay**

The Town and the Association agree that an employee's possession of certain appropriate certifications, licenses, degrees and skills which are not a part of the required qualifications for a position (as outlined in the position's job description) may be of value to the Town, and, when

utilized, increase the employee's value. Department Heads and/or employees may identify such certifications, licenses, degrees, and skills that could merit Special Function Pay. Employees must actively and regularly utilize certifications, licenses, degrees, and skills that benefit the Town in order to qualify and maintain Special Function Pay status. Special Function Pay shall be two and one-half percent (2.5%) of an employee's base salary. Final approval of Special Function Pay status shall solely be determined by the employee's Department Head and Human Resources Manager.

Special function pay may include such assignments as, but not limited to:

- Notary
- Special license or certification applicable to job
- Driver's license used but not required for position

## **20.5 Bonus**

Full-time employees shall be eligible for an annual contingent payment based upon Transient Occupancy Tax (TOT) revenues received during the previous fiscal year, in order to allow them to share in the success of the Town. No individual payment shall exceed \$3,000, less Town PERS payment of 10%, if applicable. The amount, will be based on 5% of the TOT revenues that are greater than the amount budgeted to be received and retained by the Town (i.e., the amount does not include TOT allocated to outside agencies (MLT, MLH, and ESTA)). The revenue sharing payment shall be calculated based on the total year end Town's share of TOT revenues above the original fiscal year TOT budget. This amount shall be divided by the number of all eligible, miscellaneous regular employees at the time of the payment to determine the amount per employee. In order to be eligible for this contingent revenue sharing payment, an employee must be (a) employed with the Town for some part of the fiscal year on which the calculation is based, and (b) be employed with the Town at the time the payment is made. Eligibility for this payment is not complete, and no right to this payment is earned, unless both of these criteria are satisfied. New employees who join Town service during any year who are not employed by the Town for the full fiscal year, but who are employed when the payments are calculated and paid, are eligible for a pro-rata payment based on regular hours worked, including part-time employment for employees that subsequently became full-time prior to the start of the fiscal year.

## **ARTICLE 21: Paid Municipal Holidays**

All holidays are considered one eight-hour work day. The following are recognized as paid municipal holidays:

- January 1st (New Year's Day);
- The third Monday in January (Martin Luther King Day);
- The third Monday in February (President's Day);
- The last Monday in May (Memorial Day);
- July 4th (Independence Day);
- The first Monday in September (Labor Day);



- November 11th (Veteran’s Day);
- Thanksgiving Day;
- Friday following Thanksgiving Day;
- December 24th (Christmas Eve);
- December 25th (Christmas Day);
- December 31st (New Year’s Eve).

If New Year’s Day, New Year’s Eve, Independence Day, Christmas Eve or Christmas Day fall upon a Sunday, the Monday following will be considered the holiday. If said holidays fall upon a Saturday, the Friday preceding will be considered the holiday. If the alternative Monday or Friday is already a different holiday (i.e. in the case of Christmas Eve and Christmas Day), the holiday will be observed on whichever day, Monday or Friday, is not already a holiday.

If Veteran’s Day falls upon a Saturday and/or Sunday, the observed holiday shall correspond with the observed Federal Veteran’s Day holiday.

**ARTICLE 22: Overtime**

**22.1 Overtime Policy – Definition**

It is the policy of the Town that overtime work is to be kept at a minimum consistent with the protection of the lives and property of Mammoth Lakes citizens and the efficient operation of the Departments and operations of the Town. Overtime must be authorized by both the supervisor and Department Head and is subject to such other rules and procedures as the Town Manager may prescribe.

Overtime shall be defined as time actually worked beyond 40 hours per work week “Time actually worked” is 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 work place. Properly-approved travel time for work purposes will be compensated as “hours worked” in compliance with applicable FLSA regulations. Town-paid leaves (e.g. comprehensive leave, holidays, etc.), meal periods, other state or federal paid leaves and release time for Association business, are not considered “time actually worked”.

**22.2 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 Department Head, and in consultation with the employee.

Employee shall accrue compensatory time-off on a time-and-one-half basis; or,

Overtime shall be paid at time-and-one-half the regular hourly rate of pay.

**22.3 Maximum Accumulation of Compensatory Time**

Employees may accumulate up to one hundred (100) hours of compensatory time. Time off for compensatory time must be approved by the Department Head or his/her designee. In the event of a separation from service, the employee shall be entitled to a cash payment of all his/her accumulated compensatory time, regardless of cause or reason.

#### ***22.4 Usage of Compensatory Time***

Compensatory time earned shall be used at the employee's discretion with the approval of the employee's supervisor or his/her designee. The employee must 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.

### **ARTICLE 23: Compensation for Municipal Holidays/Holiday Overtime**

- 23.1 An employee on a leave-of-absence without pay shall not receive any compensation for holidays occurring during such leave.
- 23.2 An employee must be in a pay status on the workday preceding a holiday to be eligible to be compensated for the holiday.
- 23.3 All time worked on a paid municipal holiday as defined by the Town, except personal leave, shall be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay or shift differential rate, whichever is applicable. The employee will also receive time off in an amount equal to the hours worked on the paid municipal holiday within a reasonable period of time with the approval of the Department Head.

### **ARTICLE 24: Effect of Agreement**

#### ***24.1 Complete Understanding***

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of the Agreement.

#### ***24.2 Improvements in Benefits***

Improvements in member benefits contained in this Agreement which are brought about by the amendment or addition of statutory mandated guarantees now provided in California law shall be incorporated into this Agreement.

#### ***24.3 Savings***

If any provision of this Agreement or any application thereof to any member is held by a court of competent jurisdiction to be contrary to law, then such provision or application shall be deemed

invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

### **ARTICLE 25: Severability**

Should any section, clause, or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, 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 provisions for such parts or provisions rendered or declared illegal or an unfair labor practice.

### **ARTICLE 26: Duration**

The provisions set forth herein are final. Except as otherwise provided herein, no changes or modifications shall be offered, urged, or otherwise presented by the General Employees Association or the Town of Mammoth Lakes for the duration of this Agreement, provided, however, that nothing herein shall prevent the parties from meeting and conferring and making modifications herein by mutual consent. The provisions herein shall be from September 1, 2016 to June 30, 2019.

### **EXHIBIT A**

List of Represented Classifications (Mammoth Lakes General Employees Association)

## **EXHIBIT A**

### **List of Represented Classifications (GEA)**

Associate Civil Engineer
Assistant Engineer
Assistant Planner
Associate Planner
Code Compliance Officer
Engineering Assistant
Permit Technician
Planning Technician
Plans Examiner/Engineer
Records Supervisor
Recreation Supervisor
Revenue Accountant
Revenue Specialist
Senior Accounting Assistant
Senior Community Service Officer
Senior Public Works Inspector
Staff Assistant