

SIDE LETTER NO. 01-2023

TO THE MEMORANDUM OF UNDERSTANDING

BETWEEN

THE TOWN OF MAMMOTH LAKES

AND

THE MAMMOTH LAKES POLICE OFFICERS' ASSOCIATION

The Town of Mammoth Lakes ("Town") and the Mammoth Lakes Police Officers' Association ("MLPOA") 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 MLPOA as it pertains to the position of Police Recruit as follows:

1. MLPOA MOU Article 9 outlines "Work Schedule" for employees of the MLPOA. Employees in the classification of Police Recruit shall maintain a normal workweek of forty (40) hours, based on the schedule set forth by the Police Academy in which the employee in the classification of Police Recruit is enrolled; this may include a normal workweek of five, eight-hour workdays (5/8's) or four, ten-hour workdays (4/10's). The Town Manager, or designee, may designate other normal working hours as required by the needs of the Town.

2. MLPOA MOU Article 10 outlines "Overtime" for employees of the MLPOA. Overtime for employees in the classification of Police Recruit must be authorized by the Chief of Police, or designee. Overtime shall be defined as time actually worked beyond forty (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 workplace. Town-paid leaves (e.g., comprehensive leave, paid municipal holidays, etc.), meal periods, and other state or federal paid leaves are not considered "time actually worked". For hours worked in excess of forty (40) hours in any workweek, employees in the position of Police Recruit shall be paid at time-and one-half their regular rate of pay. Employees in the classification of Police Recruit shall not be eligible to accrue compensatory time off.

3. MLPOA MOU Article 12 outlines "Holiday Pay" in lieu of receiving holidays off in the amount of six-point nine percent (6.9%) of the employee's base rate of pay as it applies to the employees of the MLPOA. Employees in the position of Police Recruit shall not be eligible for holiday pay in lieu of receiving holidays off and shall receive a paid eight (8) hour workday off on paid municipal holidays as established and published by the Human Resources Department. Employees in the position of Police Recruit must be in pay status on the workday preceding the holiday to be eligible to be compensated for the holiday. Unless approved by the Town Manager, or designee, prior to a paid municipal holiday, employees in the position of Police Recruit are not authorized to work

on a paid municipal holiday.

4. MLPOA MOU Article 14 outlines “Bilingual Pay” for employees who meet bilingual proficiency qualifications to receive a pay differential of five (5.0%) of their base rate of pay as it applies to the employees of the MLPOA. Employees in the position of Police Recruit shall not be eligible for bilingual pay while in attendance at the Police Academy as they will not be providing community services to the citizens of the Town of Mammoth Lakes. Police Recruits who successfully complete the Police Academy, who are promoted to the classification of Police Officer, and who meet Spanish language bilingual proficiency qualifications may receive a pay differential of five percent (5.0%) of their base salary.

5. MLPOA MOU Article 20 outlines “Equipment and Uniforms” as it applies to the employees of the MLPOA. The Town shall provide employees in the position of Police Recruit with equipment and uniform required by, and for use while enrolled in the Police Academy to ensure professional standards are maintained.

6. MLPOA MOU Article 22 outlines “Comprehensive and Other Leave” as it applies to the employees of the MLPOA. Employees in the position of Police Recruit shall accrue comprehensive leave at a rate of 16.6667 hours/month and shall not be eligible to accrue sick leave. Comprehensive leave combines several types of leaves, including vacation leave, sick leave, personal leave, and bereavement leave.

7. MLPOA MOU Article 23 outlines “Health Insurance Benefits” as it applies to the employees of the MLPOA. The Town will provide a monthly contribution to each employee in the position of Police Recruit an amount equal to the cost of coverage under the CalPERS Health Insurance Plan (PERS Platinum) based upon the employee’s dependent status definition under the CalPERS 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. Employees in the position of Police Recruit who do not elect to take the Town’s health insurance must provide proof of other group health coverage in accordance with applicable state and federal law, in accordance with the Town’s Waiver of Health Plan Enrollment and shall be eligible to receive a benefit stipend of six hundred dollars (\$600) per month.

8. MLPOA MOU Article 24 outlines “Retirement” for employees of the MLPOA. Employees in the position of Police Recruit 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% @ age 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). 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% @ age 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 COLA.

9. MLPOA MOU Article 25 outlines "Retirement Health Savings" for employees of the MLPOA. Employees in the position of Police Recruit shall not be eligible to participate in a MissionSquare Retirement Health Savings (RHS) account and no employee or employer contributions shall be made on behalf of employees in this classification.

10. MLPOA MOU Article 26 outlines "Deferred Compensation" for employees of the MLPOA. Subject to applicable contribution limits established by law, the Town shall contribute to the Town's Section 457(b) deferred compensation plan for the benefit of employees in the position of Police Recruit. The Town shall contribute fifty dollars (\$50) per pay period as part of the first and second payrolls of each month. Employees in the position of Police Recruit shall have sixty (60) days from their hire date to sign up for an eligible 457(b) plan to receive the Town's contributions retroactive to their hire date. Employees who sign up after sixty (60) days from their hire date will receive the Town's contributions beginning on the next applicable pay period and the Town's contributions shall not be retroactive.

11. The MLPOA and Town Management have met and conferred in good faith to address the proposed modifications to Articles 9, 10, 12, 14, 20, 22, 23, 24, 25, and 26 as they pertain to the position of Police Recruit.

12. The MLPOA and Town Management have reached a tentative agreement to modify the terms and conditions of Articles 9, 10, 12, 14, 20, 22, 23, 24, 25, and 26 as outlined in this Side Letter.

13. The amended terms and conditions of the MLPOA MOU will be effective as of January 23, 2023.

14. Except as modified above, the terms and conditions of the MLPOA MOU shall remain in effect as provided therein.

[SIGNATURES ON FOLLOWING PAGE]

TOWN OF MAMMOTH LAKES:



Daniel C. Holler
Town Manager

Date: 1-25-23

**MAMMOTH LAKES POLICE
OFFICERS' ASSOCIATION:**



Daniel Hansen
Mammoth Lakes Police Officers'
Association Representative

Date: 1-25-23



Kevin Reynolds
Mammoth Lakes Police Officers'
Association Representative

Date: 3/1/2023