MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF MAMMOTH LAKES
AND
THE MAMMOTH LAKES
PUBLIC WORKS EMPLOYEES' ASSOCIATION
July 1, 2026 to June 30, 2029

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 Public Works Employees' 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, 2026 to June 30, 2029, and was ratified by the Town Council on, June 17, 2026, and the terms and conditions herein are in full force and effect for affected members of the Mammoth Lakes Public Works Employees' Association.

TOWN OF MAMMOTH LAKES	MAMMOTH LAKES PUBLIC WORKS EMPLOYEES' ASSOCIATION
Rob Patterson Town Manager	Fernando Maldonado Public Works Employees' Association Representative
Date	Date
Jamie Gray Town Clerk	Brian Lemus Public Works Employees' Association Representative
Date	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 Public Works Employees' Association ("Association").

ARTICLE 2: Recognition

The Town recognizes the Association as the exclusive representative of all regular employees whose job classifications are listed in Attachment 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 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 their 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. Association members shall provide their supervisors with reasonable notification requesting release time to conduct association business outside of formal negotiations.

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 them to the Association. No employee is required to attend such meeting.

4.5 The Town agrees to notify the Association at least thirty (30) 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 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 3500-2511).

6.3 Either party may submit a request to begin negotiations. The other party has the obligation to respond to such request promptly, as required by the Meyers-Milias-Brown Act ("MMBA"). Negotiations shall take place at mutually agreeable times and places.

6.4 The Association shall designate a minimum of two (2) representatives to meet with the Town Council's representatives.

6.5 The parties agree to comply with the MMBA and provide all information relevant to the negotiations process. 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 Town 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

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, via text message, or email) their supervisor at least one (1) hour prior to the beginning of their 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, they will have their benefits prorated accordingly for time missed from work. More than one (1) occurrence of missing work without having enough leave to cover time lost may result in disciplinary action.

8.3 Comprehensive Leave at Termination

At separation of service from the Town, employees with accrued comprehensive leave shall be paid out for the balance at the date of termination, inclusive of a prorated accrual of comprehensive leave based on full-time hours worked in their final month of employment prior to permanent separation. Payment for accrued comprehensive leave shall be at the employee's current regular rate of pay, or as required by law, and shall occur at the next regular pay date following the date of termination.

8.4 Comprehensive Carryover/Payouts

No employee shall be able to accrue comprehensive leave in excess of eight hundred and fifty (850) hours. When an employee reaches a comprehensive leave balance of eight hundred and fifty (850) hours, their accrual shall stop until which time their balance falls below eight hundred and fifty (850) hours.

In the event an employee is not permitted to schedule and take leave as caused by the Town, which would result in the employee exceeding the accumulation limit, the employee may request the Town Manager to consider the reasons for exceeding the cap and may be granted a ninety (90) day extension of time, in which leave time will be scheduled that will bring the employee's accrued time below the eight hundred and fifty (850) hour limit. One (1) additional ninety (90) day extension may be granted.

Employees may request a payout of comprehensive leave twice annually, not to exceed a combined total of two hundred (200) 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 payouts made in accordance with a schedule established by the Town Manager, or designee. Employees will be provided ample advance notification of the schedule. Members requesting a payout must retain an accrued comprehensive leave balance of not less than two hundred and forty (240) hours. Payouts 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(b) plan pursuant to applicable state and federal laws.

The Town Manager may authorize payouts at other times upon the specific written request of an employee, but only if 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	16.67 hours/month
Two-year anniversary	18.67 hours/month
Five-year anniversary	20.67 hours/month
Ten-year anniversary	22.67 hours/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 provides parental leave in accordance with applicable state and federal 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 the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or other qualifying event may be limited to allow the employee to retain not more than a combined total of eighty (80) hours of paid leave in their banks.

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 provides Family and Medical leave in accordance with applicable state and federal 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 FMLA or CFRA-qualifying event will receive FMLA or CFRA benefits. Those who are also eligible for other benefits such as State Disability Insurance (SDI) or Paid Family Leave (PFL) benefits must utilize paid leave in accordance with state and federal law on a prorated basis to supplement their additional 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 FMLA, CFRA, or other qualifying event may be limited to allow the employee to retain not more than a combined total of eighty (80) hours of paid leave in their banks.

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 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) cumulative hours of leave without pay per calendar year. 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) months 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, except as otherwise required by law. 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 SDI or Workers' Compensation benefits may receive Catastrophic Leave on a pro-rated basis not to exceed the employee's normal rate of pay. 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 employee is still properly absent from duty, they 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 their 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 proration may be considered by the Town Manager, or designee.

ARTICLE 10: Health Insurance Benefits

10.1 Health Insurance Benefits

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 retired 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 PEMHCA 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 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.

d. 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 in accordance with applicable state and federal law) and shall be eligible to receive a benefit stipend of six hundred dollars ($600) per month. 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 and shall be taxable pursuant to IRS regulations.

10.3 Vision and Dental Health Reimbursement Arrangement (HRA) Plan

Employees may participate in the Health Reimbursement Arrangement (HRA) Plan as established by the Town to reimburse employees for vision and dental expenses as defined by IRS Publication 502 and the Town's Vision and Dental Policy. Employees who participate shall be eligible for reimbursement up to a total of two thousand dollars ($2,000) for employees and one thousand dollars ($1,000) for each eligible dependent (as defined by HRA guidelines specified in IRS

Publication 969) per fiscal year, which total may be combined for the use of either the employee or any of their eligible dependents. When two (2) regular, full-time Town employees are considered to be eligible dependents of one another, they shall not be covered by each other, and their dependent children may only be covered by one (1) 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 eighty percent (80%) of the unused portion of the total benefit, (not to exceed two thousand dollars ($2,000) per year for employees with less than one (1) 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 (3) 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. Employees must be in regular, full-time status with the Town at the time the vision/dental services were performed.

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 the current fiscal year and "Rollover Year 1" and "Rollover Year 2" benefits have been exhausted, "Rollover Year 3" will be accessed for reimbursement requests. Any amount remaining in "Rollover Year 3" sixty (60) days after the close of a fiscal year will no longer be available to fund reimbursement requests. Vision and dental services performed in the immediately preceding fiscal year shall be considered reimbursable. Requests for reimbursement for vision/dental services performed in years prior to the immediately preceding fiscal year shall not be eligible.

Eligibility for reimbursement ends on the last paid day of employment for expenses incurred prior to permanent separation from service. Employees must submit a request to Human Resources in writing prior to permanent separation to be eligible for reimbursement of vision or dental services received prior to their permanent separation. Exceptions to reimbursement are subject to HRA guidelines and Town Manager approval. Employees may elect to not participate in the reimbursement program by notifying the Human Resources Department with a written request to opt out of the plan.

ARTICLE 11: Deferred Compensation

The Town shall maintain an IRC Section 457(b) deferred compensation plan in good standing and shall make voluntary participation in the plan available to employees.

The Town shall contribute to a Town Section 457(b) deferred compensation plan for the benefit of the employees. The Town shall contribute fifty dollars ($50) per pay period for twenty-four (24) pay periods per year into an approved deferred compensation plan. The Town shall further contribute to the employees' Section 457(b) plan an amount equal to the amount contributed by that employee up to an additional twenty-five dollars ($25). The maximum employer contribution shall not exceed a total of seventy-five dollars ($75) per pay period, with a minimum employee

contribution of twenty-five dollars ($25) per pay period. Deposits shall occur as part of the first and second payrolls of each month.

Employees shall have sixty (60) days from their hire date to sign up for an eligible 457(b) plan to receive employer contributions retroactive to their hire date. Employees who sign up after sixty (60) days from their hire date will receive employer contributions beginning on the next applicable pay period and the Town's contributions will not be retroactive.

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 CalPERS 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% @ 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%) 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% @ 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%) retirement COLA.

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

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

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

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 SDI shall utilize paid leave on a prorated basis to supplement their SDI payments, in accordance with the Town's Family and Medical Leave Policy and applicable state and federal law. . . All benefits shall be reduced proportionally to the reduction in paid leave hours utilized in accordance with the Town's Family and Medical Leave Policy and applicable state and federal law.

ARTICLE 14: 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-paid 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.

It shall be the sole responsibility of the Association to procure and enforce payroll deduction of dues.

The Association agrees to indemnify, defend, 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 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 seventy (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

16.1 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 is 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's 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 (5) 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 salary scale shall consist of eight (8) steps, attached as shown in Attachment B.

20.2 Base Annual Salaries

Employees shall receive the following adjustments to base salary effective on the dates as shown. Increases will go into effect on the first full pay period of the month.

July, 2026.....6% pay adjustment

July, 2027.....3% pay adjustment
July, 2028.....3% pay adjustment

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%) 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 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, and present a request to the Town Manager, or designee, for final approval. Employees must actively and regularly utilize certifications, licenses, degrees, and skills that are identified and requested by the Town in order to qualify and maintain special compensation status. Each assignment eligible for special compensation shall be a minimum of two and one-half percent (2.5%) of an employee's base salary. No employee shall be eligible to receive more than five percent (5%) in special compensation, exclusive of Bilingual Pay. Final approval of assignments eligible for special compensation shall be determined by the Town Manager, or designee, as requested by the employee's Department Head and Human Resources. Special compensation exceeding five percent (5%), exclusive of Bilingual Pay, may be authorized at the discretion of the Town Manager, or designee.

Special compensation may include, but is not limited to:

- Water Certification Premium
- Training Premium
- Class A or B commercial driver's license used, but not required for position.

20.5 Bonus

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 four thousand dollars ($4,000). The amount will be based on eight percent (8%) 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 (Tourism, Housing, and Transit). 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 on the date 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. Payments shall be deposited on the first regular payroll in August following the close of the fiscal year on which the calculation is based. Payments shall be subject to applicable state and federal tax withholdings. Payments shall not be subject to retirement.

ARTICLE 21: Paid Municipal Holidays

All holidays are considered one eight (8)-hour workday. The following are recognized as paid municipal holidays:

- New Year's Day;
- Martin Luther King Jr. Day;
- Presidents' Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Veterans Day;
- Thanksgiving Day;
- Friday following Thanksgiving Day;
- Christmas Eve;
- Christmas Day;
- New Year's Eve.

If a paid municipal holiday falls upon a Sunday, the Monday following will be considered the observed holiday. If said holidays fall upon a Saturday, the Friday preceding will be considered the observed 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. A list of recognized paid municipal holidays shall be established and published by the Human Resources Department in the form of a memorandum to all full-time, regular employees.

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 in advance 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 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. Properly approved travel time for work purposes will be compensated as "hours worked" in compliance with applicable Fair Labor Standards Act (FLSA) regulations. Town paid comprehensive leave and municipal holidays shall be considered "hours worked" and are included for the purposes of calculating overtime. Town paid leave taken as compensatory time, meal periods, other state or federal paid leaves, release time for Association business, and any non-paid leave times 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 and twenty (120) hours of compensatory time. Time off for compensatory time must be approved in advance by the Department Head, or their designee. In the event of a separation from service, the employee shall be entitled to a cash payment of all their 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 prior approval of the employee's supervisor or their 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.

22.5 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.

22.6 Overtime Meal Allowance

In the event employees are required to work a twelve (12) hour shift or longer, members shall receive a thirty-dollar ($30) meal allowance per shift worked.

ARTICLE 23: Compensation for Municipal Holidays/Holiday Overtime

23.1 A unit member on a leave of absence without pay shall not receive any compensation for holidays occurring during such leave.

23.2 A unit member 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 ½) 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 up to eight (8) hours of compensatory time for hours actually worked on the paid municipal holiday and shall be deposited into the employee's compensatory leave bank. Hours banked as compensatory time for hours worked on the paid municipal holiday shall be used as outlined in section 22.4. Hours banked as compensatory time in excess of one hundred (120) for hours worked on the paid municipal holiday shall be paid out in accordance with section 22.3.

23.4 During the observed paid municipal holidays of Thanksgiving Day and Christmas Day, each unit member called into work, may elect one of the following as compensation for holiday overtime:

a. Overtime pay at 2.5 times the base hourly pay rate; or,
b. Compensatory time at 2.5 times the hours worked.

ARTICLE 24: Call-In/Standby

24.1 Definitions

"Standby" occurs when a unit member is required to be available for duty.

"Call-in" occurs when unit members, including those on standby, who are not scheduled to work, are called in to work.

24.2 Standby

Standby status must be assigned and is to be paid at one hour at time and one-half the employee's regular rate of pay for every period of twelve (12) hours or less the employee is assigned and two hours at time and one-half for every period of between twelve (12) and twenty-four (24) hours the employee is assigned. A two (2) hour minimum, at time and one-half of the employee's regular rate of pay, shall be paid to all unit members who are called in to work who are on standby. When a unit member is called in again in the same standby period, this would constitute another call-in and the unit member would start another two (2) hour minimum.

24.3 Call-In

Unit members who are not on standby, but who are called in, will be paid as specified in subsection 24.2 above, but will receive a four (4) hour minimum at their applicable overtime rate.

ARTICLE 25: Driver's Physical Examination

When a physical examination is required for the acquisition or renewal of a driver's license required in the performance of Town employment, the examination shall be provided by a doctor designated by the Town at the Town's expense and said examination shall be performed during unit member's regular work hours, without any deduction from pay.

ARTICLE 26: Safety Equipment

26.1 Safety and Weather Protection Equipment

Employees shall receive new or used replacement safety and weather protection equipment as necessary in the performance of their assignments.

Public Works Department field employees shall be issued and/or have replaced the following minimum issue of safety and weather protection equipment:

- Polarized Sunglasses
- Heavy-duty work gloves
- Heavy-duty cold weather gloves
- Jackets with hoods
- Vests
- Warm-up pants
- Cold weather boots
- Extra boot liners
- Gaiters
- Other safety-related equipment such as reflective vests, hats, etc., as needed.

The following equipment shall be made available to employees on an as needed basis: rain jacket with hood, rain pants, and waders. Safety and weather protection equipment shall remain the

property of the Town and all such equipment issued by the Town shall be inventoried on an annual basis.

26.2 Boot and Sunglass Allowance

Employees shall receive reimbursement of up to four hundred and twenty-five dollars ($425) per fiscal year for the purchase of safety boots, sunglasses, and any related items as approved by the employee's supervisor.

Employees shall receive this amount after submitting receipts or other verification of purchase to the Town Manager, or designee.

26.3 Tool Allowance

Employees in the classification of "Equipment Mechanic," "Equipment Mechanic Lead Worker," and "Equipment Mechanic Trainee" shall receive reimbursement of up to one thousand five hundred dollars ($1,500) per fiscal year for the purchase of hand tools. Employees shall receive this amount after submitting receipts or other verification of purchase to the Town Manager, or designee.

ARTICLE 27: Severance

If an employee is laid off by the Town without cause, upon separation agreement approved by the Town which releases all claims against the Town, Town employees, and Town officials, the employee shall be eligible to receive severance payment in accordance with the schedule below. All payments under this section are subject to applicable payroll taxes and withholdings.

Five years of continuous service	Two weeks (80 hours)
Ten or more years of continuous service	Four weeks (160 hours)

ARTICLE 28: Effect of Agreement

28.1 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.

28.2 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.

28.3 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 29: 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 to meet and confer immediately on substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice.

ARTICLE 30: 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 Public Works 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 July 1, 2026 to June 30, 2029.

ATTACHMENT A

List Classifications Represented by the Public Works Employees' Association

Airport Maintenance Coordinator
Equipment Mechanic
Equipment Mechanic Lead Worker
Equipment Mechanic Trainee
Parks Maintenance Worker
Parks Maintenance Lead Worker
Parks/Public Works Maintenance Worker – Hybrid
Public Works Facilities Worker
Public Works Maintenance Lead Worker
Public Works Maintenance Worker

Attachment B

TOWN OF Mammoth Lakes

Salary Schedules for Town of Mammoth Lakes Public Works Employees' Association (PWEA) FY26-27, FY27-28, and FY28-29

FY 2026-27: Effective July, 2026
Rev. July, 2026

	Pay Range	Rate Type: Annual								Hourly							
		A	B	C	D	E	F	G	H	A	B	C	D	E	F	G	H
Equipment Mechanic Trainee	PW133	54,130	56,837	59,679	62,663	65,796	69,086	72,540	76,167	26.0240	27.3255	28.6918	30.1264	31.6327	33.2144	34.8750	36.6188
Parks Maintenance Worker	PW133	54,130	56,837	59,679	62,663	65,796	69,086	72,540	76,167	26.0240	27.3255	28.6918	30.1264	31.6327	33.2144	34.8750	36.6188
Public Works Facilities Worker	PW133	54,130	56,837	59,679	62,663	65,796	69,086	72,540	76,167	26.0240	27.3255	28.6918	30.1264	31.6327	33.2144	34.8750	36.6188
Parks/Public Works Maintenance Worker - Hybrid	PW139	57,460	60,333	63,350	66,518	69,844	73,336	77,003	80,853	27.6250	29.0063	30.4567	31.9798	33.5788	35.2577	37.0207	38.8716
Public Works Maintenance Worker	PW139	57,460	60,333	63,350	66,518	69,844	73,336	77,003	80,853	27.6250	29.0063	30.4567	31.9798	33.5788	35.2577	37.0207	38.8716
Parks Maintenance Lead Worker	PW144	60,391	63,411	66,582	69,911	73,407	77,077	80,931	84,978	29.0341	30.4861	32.0106	33.6111	35.2918	37.0563	38.9091	40.8548
Public Works Maintenance Lead Worker	PW144	60,391	63,411	66,582	69,911	73,407	77,077	80,931	84,978	29.0341	30.4861	32.0106	33.6111	35.2918	37.0563	38.9091	40.8548
Airport Maintenance Coordinator	PW149	63,471	66,645	69,977	73,476	77,150	81,008	85,058	89,311	30.5149	32.0409	33.6428	35.3250	37.0913	38.9462	40.8933	42.9380
Equipment Mechanic	PW149	63,471	66,645	69,977	73,476	77,150	81,008	85,058	89,311	30.5149	32.0409	33.6428	35.3250	37.0913	38.9462	40.8933	42.9380
Equipment Mechanic Lead Worker	PW156	68,049	71,451	75,024	78,775	82,714	86,850	91,193	95,753	32.7159	34.3514	36.0692	37.8726	39.7663	41.7548	43.8428	46.0351

FY 2027-28: Effective July, 2027
Rev. July, 2026

	Pay Range	Rate Type: Annual								Hourly							
		A	B	C	D	E	F	G	H	A	B	C	D	E	F	G	H
Equipment Mechanic Trainee	PW133	55,750	58,538	61,465	64,538	67,765	71,153	74,711	78,447	26.8029	28.1433	29.5505	31.0279	32.5793	34.2082	35.9188	37.7149
Parks Maintenance Worker	PW133	55,750	58,538	61,465	64,538	67,765	71,153	74,711	78,447	26.8029	28.1433	29.5505	31.0279	32.5793	34.2082	35.9188	37.7149
Public Works Facilities Worker	PW133	55,750	58,538	61,465	64,538	67,765	71,153	74,711	78,447	26.8029	28.1433	29.5505	31.0279	32.5793	34.2082	35.9188	37.7149
Parks/Public Works Maintenance Worker - Hybrid	PW139	59,180	62,139	65,246	68,508	71,933	75,530	79,307	83,272	28.4519	29.8745	31.3683	32.9365	34.5832	36.3125	38.1284	40.0346
Public Works Maintenance Worker	PW139	59,180	62,139	65,246	68,508	71,933	75,530	79,307	83,272	28.4519	29.8745	31.3683	32.9365	34.5832	36.3125	38.1284	40.0346
Parks Maintenance Lead Worker	PW144	62,200	65,310	68,576	72,005	75,605	79,385	83,354	87,522	29.9038	31.3990	32.9692	34.6178	36.3486	38.1659	40.0740	42.0779
Public Works Maintenance Lead Worker	PW144	62,200	65,310	68,576	72,005	75,605	79,385	83,354	87,522	29.9038	31.3990	32.9692	34.6178	36.3486	38.1659	40.0740	42.0779
Airport Maintenance Coordinator	PW149	65,373	68,642	72,074	75,678	79,462	83,435	87,607	91,987	31.4293	33.0010	34.6510	36.3837	38.2029	40.1130	42.1188	44.2245
Equipment Mechanic	PW149	65,373	68,642	72,074	75,678	79,462	83,435	87,607	91,987	31.4293	33.0010	34.6510	36.3837	38.2029	40.1130	42.1188	44.2245
Equipment Mechanic Lead Worker	PW156	70,089	73,593	77,273	81,137	85,194	89,454	93,927	98,623	33.6966	35.3813	37.1505	39.0082	40.9587	43.0067	45.1572	47.4149

FY 2028-29: Effective July, 2028
Rev. July, 2026

	Pay Range	Rate Type: Annual								Hourly							
		A	B	C	D	E	F	G	H	A	B	C	D	E	F	G	H
Equipment Mechanic Trainee	PW133	57,426	60,297	63,312	66,478	69,802	73,292	76,957	80,805	27.6087	28.9889	30.4385	31.9606	33.5587	35.2365	36.9986	38.8486
Parks Maintenance Worker	PW133	57,426	60,297	63,312	66,478	69,802	73,292	76,957	80,805	27.6087	28.9889	30.4385	31.9606	33.5587	35.2365	36.9986	38.8486
Public Works Facilities Worker	PW133	57,426	60,297	63,312	66,478	69,802	73,292	76,957	80,805	27.6087	28.9889	30.4385	31.9606	33.5587	35.2365	36.9986	38.8486
Parks/Public Works Maintenance Worker - Hybrid	PW139	60,960	64,008	67,208	70,568	74,096	77,801	81,691	85,776	29.3077	30.7731	32.3115	33.9269	35.6231	37.4043	39.2745	41.2385
Public Works Maintenance Worker	PW139	60,960	64,008	67,208	70,568	74,096	77,801	81,691	85,776	29.3077	30.7731	32.3115	33.9269	35.6231	37.4043	39.2745	41.2385
Parks Maintenance Lead Worker	PW144	64,070	67,274	70,638	74,170	77,879	81,773	85,862	90,155	30.8029	32.3433	33.9606	35.6587	37.4418	39.3139	41.2798	43.3438
Public Works Maintenance Lead Worker	PW144	64,070	67,274	70,638	74,170	77,879	81,773	85,862	90,155	30.8029	32.3433	33.9606	35.6587	37.4418	39.3139	41.2798	43.3438
Airport Maintenance Coordinator	PW149	67,339	70,706	74,241	77,953	81,851	85,944	90,241	94,753	32.3745	33.9933	35.6928	37.4774	39.3514	41.3192	43.3851	45.5543
Equipment Mechanic	PW149	67,339	70,706	74,241	77,953	81,851	85,944	90,241	94,753	32.3745	33.9933	35.6928	37.4774	39.3514	41.3192	43.3851	45.5543
Equipment Mechanic Lead Worker	PW156	72,197	75,807	79,597	83,577	87,756	92,144	96,751	101,589	34.7101	36.4457	38.2678	40.1813	42.1904	44.3000	46.5149	48.8409