MEMORANDUM OF UNDERSTANDING

BETWEEN

THE TOWN OF MAMMOTH LAKES

AND

THE MAMMOTH LAKES POLICE OFFICERS' ASSOCIATION

JULY 1, 2016 – JUNE 30, 2019

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ARTICLE 1. Agreement

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

ARTICLE 2. Recognition

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

ARTICLE 3. Non-Discrimination

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

ARTICLE 4. Definitions

4.1 "Employee" shall mean an employee in the bargaining unit represented by the Association.

4.2 "Day" means a day when the Town Office is open for business.

4.3 "Town Manager" means the Chief Executive Officer of the Town or his/her designee.

4.4 "Grievance" shall mean an alleged violation, misapplication, or misinterpretation of a provision of this Agreement.

4.5 "Base rate of pay" shall mean the employee's hourly rate of pay.

4.6 "Regular rate of pay" shall include: the employee's hourly rate of pay, holiday pay, POST incentives, longevity pay, and special assignment pays.

4.7 "Classification seniority" shall be used for the purpose of determining vacation sign-ups, shift bids and layoffs. Classification seniority shall be defined as the employee's time in class plus higher class within the Police Department.

ARTICLE 5. Town Rights

Town Council retains all of its powers and authority to direct, manage, and control the operation of the Town to the full extent of the law. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Town, the adoption of ordinances, policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement, and then only to the extent such specific and express terms are in conformance with law.

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

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

ARTICLE 6. Association Rights

6.1 The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards located at Town Facilities.

6.2 The Association shall receive one hundred (100) hours of association release time annually, for the Association President and/or designee(s) to conduct Association business or attend state or national conferences.

6.3 The Town shall allow a reasonable number of Association representatives time off without loss of compensation or other benefits when processing grievances, attending labor management meetings or formally meeting and conferring with representatives of the Town on matters within the scope of representation.

ARTICLE 7. Payroll Deductions

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 their 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 8. Salary

8.1 Salary Schedule

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

8.2 Salary Increases

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

a. July 2016 5.0% Equity Adjustment
Employees shall receive a deposit of two thousand five hundred ($2,250) dollars deposited into their ICMA VantageCare account.

b. January 2017
Employees shall receive a deposit of two thousand five hundred ($2,250) dollars deposited into their ICMA VantageCare account.

c. July 2017 3.0% Cost of Living adjustment
Employees shall receive a deposit of two thousand five hundred ($2,250) dollars deposited into their ICMA VantageCare account.

d. January 2018
Employees shall receive a deposit of two thousand five hundred ($2,250) dollars deposited into their ICMA VantageCare account.

e. July 2018
Employees shall receive a deposit of two thousand five hundred ($2,250) dollars deposited into their ICMA VantageCare account.

f. January 2019
Employees shall receive a deposit of two thousand five hundred ($2,250) dollars deposited into their ICMA VantageCare account.

ARTICLE 9. Work Schedule

9.1 Workweek

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

9.2 Work Schedule

Employees shall be assigned to patrol shall work the 4-10 work schedule. The 4-10 work schedule shall consist of four (4) scheduled consecutive shifts of ten (10) consecutive hours (inclusive of paid rest and lunch breaks) within the seven (7) day work period.

Employees assigned to a special assignment may be assigned to work either the 4-10 work schedule or the 5-8 work schedule. The 4-10 work schedule shall consist of four (4) scheduled consecutive shifts of ten (10) consecutive hours (inclusive of paid rest and lunch breaks) within the seven (7) day work period. The 5-8 work schedule shall consist of five (5) scheduled consecutive shifts of eight (8) consecutive hours (inclusive of paid rest and lunch breaks) within the seven (7) day work period.

9.3 Shift Bid

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

9.4 Schedule Changes

The Chief or designee may move an employee from one established shift to another established shift with two (2) weeks' notice to fill a semi-permanent vacancy or as a result of an internal conflict. A semi-permanent vacancy shall be defined as a vacancy created by the separation of employment of an employee or an absence of an employee due to workers' compensation or approved leave of greater than four weeks. The employee with the most seniority shall have the right to accept or reject the transfer.

ARTICLE 10. Overtime

10.1 Overtime Policy-Definition

Overtime shall be defined as time worked beyond forty (40) hours worked during the normal workweek. All paid time shall count as time worked for the purpose of calculating overtime. All employees shall receive paid rest breaks and lunch. Overtime must be authorized by the Chief of Police or designee.

10.2 Overtime Compensation

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

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

10.3 Maximum Accumulation of Compensatory Time

Employees may accumulate up to one hundred and forty (140) hours of compensatory time. Until the accrued compensatory leave balances are reduced to below one hundred and forty (140) hours; employees shall receive overtime compensation as paid overtime. The Mammoth Lakes Police Department will make every effort to accommodate Compensatory Leave Requests.

10.4 Usage of Compensatory Time

Compensatory time earned shall be used at the employee's discretion with the approval of the Chief of Police or designee. The employee must be permitted to use the compensatory time off within a reasonable period after making a request.

ARTICLE 11. Longevity Pay

11.1 Employees hired before July 1, 2016, shall receive longevity pay at the following rates:

3.0% at the beginning of the 10th year
6.0% at the beginning of the 15th year
9.0% at the beginning of the 17th year

11.2 Employees hired after June 30, 2016, shall receive longevity pay at the following rates:

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

11.3 Longevity pay shall be paid bi-weekly, beginning on the first full pay period after the above periods of service with the Town. Longevity pay shall be calculated at the above stated percentage of the employee's current base rate of pay.

ARTICLE 12. Holiday Pay

In lieu of receiving holidays off, each employee shall receive holiday pay in the amount of 6.9% of the employee's base rate of pay.

ARTICLE 13. POST Pay

(a) Employees possessing an intermediate POST certificate shall receive a pay differential of two and one-half percent (2.5%) of their base rate of pay.

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

(c) Sergeants possessing a supervisory POST certificate shall receive a pay differential of ten percent (10.0%) of their base rate of pay (inclusive of the 7.5% advanced POST certificate).

ARTICLE 14. Canine Handler Pay

Employees assigned as canine handlers and who have a dog assigned to their care for training, and upkeep, shall be paid thirty (30) minutes per day at the regular rate of pay for care, grooming, and transportation. This work, when performed over and above the designated work period shall be compensated at time-and-one-half of the canine handler's regular rate of pay.

ARTICLE 15. Bilingual Pay

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

ARTICLE 16. Special Assignment Pay

16.1 Employees assigned to work the classification of Officer-In-Charge or Field Training Officer shall receive an additional five percent (5%) pay above their base rate of pay. Employees shall only receive this special pay when actually in the performance of Officer-In-Charge or Field Training Officer duties.

16.2 Employees selected and assigned to detail in the positions of Detective, DARE Officer, Canine Handler, and Drug Enforcement Officer shall receive an additional five percent (5%) above their base rate of pay for the duration of the assignment.

16.3 Employees selected and assigned to the Sexual Assault Response Team and/or Family Violence Task Force shall receive an additional two and one half percent (2.5%) above their base rate of pay for the duration of the assignment.

ARTICLE 17. Court Pay

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

If the four (4) hour minimum court time will overlap into the employee's regularly assigned shift, the employee shall be compensated only for those hours prior to or extending beyond the assigned shift.

ARTICLE 18. "Call-In" Pay

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

ARTICLE 19. "On-Call" Pay

Employees who are assigned when off-duty to be "on-call" for an identified shift must be available to come in to work when requested to do so during that shift. Employees assigned to be "on-call" shall receive compensation equal to two hours at the employee's regular rate of pay for each 10-hour shift they are "on-call." "On-call" hours shall not be considered as "time worked" for purposes of calculating overtime.

ARTICLE 20. Anniversary Awards

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

20.2 The Town shall award employees for every five years of service to the Town according to the schedule below. The employee shall also receive a certificate of appreciation from the Town Council.

Years of Service	Award
5 years	20 hours of anniversary leave
10 years	30 hours of anniversary leave
15 years	40 hours of anniversary leave
20 years	50 hours of anniversary leave
25 years	80 hours of anniversary leave
30 years	80 hours of anniversary leave
35 years	80 hours of anniversary leave

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

ARTICLE 21. Equipment

21.1 Safety Equipment

The Town shall supply employees' safety equipment as required. Following initial issue, all of the following items will be replaced on a fair wear and tear basis. The Chief of Police or designee shall define "fair wear and tear basis".

(a) Gun
(b) Holster

(c) Sam Brown belt
(d) Baton
(e) Handcuffs
(f) Handcuff case
(g) Baton holder
(h) Cartridge case
(i) Whistle
(j) Ammunition
(k) Flashlight
(l) Mace or equivalent
(m) Mace holder
(n) External ballistic vest
(o) Ballistic vest panels
(p) All other items as mentioned in the Government Code Section 50081.1.

21.2 Foul Weather Gear

The Town shall reimburse employees annually for the following foul weather gear.

(a) Parka
(b) Winter boots
(c) Winter suit
(d) Ski gloves
(e) Winter hat
(f) Rain gear
(g) Sunglasses (up to $100)
(h) Any other item the Town approves as necessary due to foul or hazardous weather conditions.

21.3 Uniforms

The Town shall reimburse employees annually for the following uniforms.

(a) Trousers (four pair)
(b) Tie (one)
(c) Belt (one)
(d) Shirts: Short sleeve (two) Long sleeve (two)
(e) Heavy duty jacket (one)
(f) Keepers for Sam Brown belt (four)
(g) Dress hat (one)
(h) Field cap, baseball type (one)
(i) Tie bar (one)
(j) Name plate (one)

21.4 Uniform Maintenance

The Town shall provide employees with twenty ($20.00) dollars per pay period for the cleaning of uniforms.

21.5 Boot Reimbursement

The Town shall reimburse employees up to $250.00 for the purchase of summer boots. Employees may receive boot reimbursement once every twenty-four months. Boot reimbursement is to be paid by the Town upon submittal of receipt of purchase or repairs.

21.6 Reimbursement for Body Armor

The Town shall reimburse employees for the actual cost of a bullet proof vest, once every five years, at an amount not to exceed $800.00. Body armor reimbursement is to be paid by the Town upon submittal of receipt of purchase.

ARTICLE 22. Duty Weapon Ownership

Employees hired prior to July 1, 1996, who complete five (5) years satisfactory service, shall have the option to take full ownership of their department-issued duty weapon.

Employees hired after July 1, 1996, shall be provided with a one-time $1000.00 duty weapon reimbursement for the purpose of purchasing a handgun for use when and while on duty. Employees may purchase the handgun of their choice subject to prior approval by the Chief of Police or designee.

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

ARTICLE 23. Comprehensive and Other Leave

23.1 Comprehensive Leave

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

23.2 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 approved by the Chief of Police or designee.

If an employee finds it necessary to take comprehensive leave which has not been scheduled in advance, bereavement, emergencies, etc., it is the responsibility of the

employee to contact their supervisor within one hour of the beginning of their work day to inform the supervisor of their absence.

23.3 Comprehensive Leave at Termination

Upon termination the employee shall receive payment for all accrued comprehensive leave at the employee's current rate of pay.

23.4 Effect of Extended Military Leave

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

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

23.5 Comprehensive Leave Payouts

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

Employees may request a pay-out of up to eighty (80) hours of comprehensive leave annually to be paid in December. All such requests will be processed and pay-outs made in accordance with a schedule established by the Finance Director. Employees will be provided ample advance notification of the schedule. Employees requesting a pay-out must retain an accrued comprehensive leave balance of not less than two hundred (200) hours. Pay-outs will be made at the employee's current regular rate of pay.

23.6 Comprehensive Leave Accruals

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

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

23.7 Sick Leave

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

23.8 Maternity Leave

The California Government Code provides a number of employee benefits for pregnancy, childbirth, and related conditions. The Town will abide by both the spirit and intent of the law. The Town will provide up to date and current information on the benefits provided and make all such information available upon request. Such information will be available from the Town Manger.

23.9 Family and Medical Leave

State and federal law requires employers to grant family and medical leave under specified circumstances. The Town will abide by both the spirit and intent of the law. The Town will provide up to date and current information on the benefits provided and make all such information available upon request. Such information will be available from the Town Manager.

23.10 Jury Duty

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

23.11 Leave Without Pay

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

23.12 Unpaid Leave of Absence

Town Manager may approve an employee's request for up to six (6) months unpaid leave that will guarantee that the employee shall retain permanent status upon return. Requests for a leave of absence will be made in writing to the Town Manager and shall contain all relevant facts and circumstances in support of the request. All benefits including leave accrual, health benefit stipend, 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 unpaid leave of absence.

ARTICLE 24. Health Insurance Benefits

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

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

24.3 The Town shall contribute the PEMCHA minimum amount required by CalPERS per month per employee as the "employer contribution" to the cost of the premium for the health program should the employee elect to participate in the plan.

24.4 The Town will provide a monthly contribution to each employee in an amount equal to the cost of coverage under the PORAC health insurance plan based upon the employee's dependent status definition under the PERS health benefit program as "employee", "employee +1", or "employee +2" for the employee's flexible spending (cafeteria) account. This amount is inclusive of the "employer contribution" for the CalPERS health program premium.

24.5 Medical-In-Lieu - Employees who do not elect to take the Town's health insurance must provide proof of health coverage (other than Covered California). Employees who opt out of Town provided health insurance shall receive $400 in-lieu which shall be deposited into their ICMA VantageCare account.

24.6 Employees may participate in the Health Reimbursement Arrangement Plan (HRA) as established by the Town to reimburse employees for professional services and prescription products and/or frames for dental care and vision correction received up to a total of $1500 for employees and $800 for each dependent (as defined by PERS Heath) per fiscal year, which total may be combined for the use of either the member or any of their dependents. If two employees are married, they shall not be covered by each other and their dependent children may only be covered by one parent. Up to 80% of the unused portion of the total benefit, (not to exceed $2000 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 submitted after 60 days after the close of the 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" (defined as the year before the current fiscal year) benefit will be accessed first for reimbursement requests. "Then, Rollover Year 2", (defined as the fiscal year before Rollover Year 1) benefit amount will be accessed for reimbursement requests. Finally, if current fiscal year and Rollover Years 1 and 2 benefits have been exhausted, "Rollover Year 3" will be accessed for reimbursement requests. Any amount remaining in "Rollover Year 3" 60 days after the close of a fiscal year will no longer be available to fund reimbursement requests. Employees may opt out of the HRA during the annual open enrollment period.

Dental and vision expenses, as defined above, which are incurred in a prior fiscal year, may be reimbursed from the benefit allowance in a current fiscal year, so long as the total family benefit reimbursement allowance is not exceeded.

ARTICLE 25. Retirement

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

Retirement Tier 1 – Police Safety Members hired before January 1, 2013, or Classic Members as defined by CalPERS, shall receive the 3% @ 50 retirement formula, highest thirty-six (36) month average final compensation period, the Forth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2.0%) retirement Cost of Living Adjustment (COLA). These Police Safety Members shall pay the entire nine percent (9%) of the CalPERS employee's contribution on a pre-tax basis. Effective the first full pay period in September 2017, these Police Safety Members shall pay the entire twelve percent (12%) of the CalPERS employee's contribution on a pre-tax basis.

The employee contribution shall be increased to twelve percent (12%) via a CalPERS contract amendment. If the employees fail to ratify the contract amendment, then the employees will pay the employees entire nine percent (9%) of the CalPERS employee's contribution on a pre-tax basis and three percent (3%) of the employer's CalPERS contribution on a pre-tax basis.

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

ARTICLE 26. Retiree Health Savings Account

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

ARTICLE 27. 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 all employees.

ARTICLE 28. Life Insurance

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

ARTICLE 29. Rapid Response

To facilitate a rapid response if called in, the Police Department shall make "take-home" vehicles available to employees who reside in Mono County or the greater Bishop area. The Police Department and the Town shall be responsible for maintaining the vehicles, including providing fuel. Take-home vehicles may not be used for personal use and may not be driven by any family member or other person not authorized by the Chief of Police. Employees residing outside those areas may park their vehicles in a secure location within the authorized area.

Employees assigned to patrol night shift (1700 hours until 0300 hours) shall remain available for call back until 0400 hours on the days they work. Employees assigned to the night shift who have a take-home vehicle shall be compensated for one (1) hour of straight time for being on call. Employees who do not have a take-home vehicle shall be compensated for one (1) hour at one and one half (1 ½) times the employee's regular rate of pay. If called back during this period and they remain on-duty past 0400 hours, they shall be compensated at one and one half (1 ½) times the employee's regular rate of pay for all time worked after 0400 hours.

Employees assigned to the Patrol Day shift (0700 until 1700 hours) shall be on-call and available to respond from 0400 until their start of shift at 0700 hours. Employees who have a take-home vehicle shall be compensated one (1) hour of straight time for being on-call. Employees who do not have a take-home vehicle will be compensated for one (1) hour at one and one half (1 ½). Employees, if called in, shall be compensated at one and one half (1 ½) times the employee's regular rate of pay from the time they are called in until the start of their regular shift.

Employees responsible for filling a vacancy created by another employee who is unavailable to work their assigned shift shall be responsible for remaining on-call during the described period of time.

ARTICLE 30. Promotions

30.1 Sergeants

For vacancies in the classification of Sergeant the Town will initially conduct an internal recruitment. If there are two (2) qualified internal candidates the Town shall select from one (1) of the internal applicants. In the event there are not two (2) qualified internal candidates the Town will then conduct an external recruitment.

30.2 Police Officers

Police Recruits who successfully complete the Police Academy shall immediately be promoted to the classification of Police Officer, and shall be placed at "A" step.

ARTICLE 31. Worker's Compensation

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

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

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

ARTICLE 32. Layoffs

In the event of layoff of Police Department employees, employees shall be laid off in the inverse order of seniority.

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

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

ARTICLE 33. Grievance Procedure

33.1 Purpose

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

33.2 Definition of Grievance

Grievance: A grievance is a complaint of one or a group of employees or a dispute between the Town and the MLPOA involving the interpretation, application, or enforcement of the express terms of this memorandum of understanding or any applicable rules or regulations.

33.3 Formal Grievance Procedure

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

Level II
If the grievant is not satisfied with the written answer from the Chief of Police, the grievant may, within fifteen (15) days of such answer, file a written appeal to the Town Manager. The Town Manager shall investigate the grievance, which may include a meeting with the concerned parties and thereafter give a written answer to the grievant within fifteen (15) days of the receipt of the written appeal. The Town Managers decision shall be final and binding unless appealed. The Town Manager may affirm, modify, reverse, or otherwise resolve the decision appealed.

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

The arbitrator shall conduct a hearing and shall either issue an oral bench decision, or shall within thirty (30) days of conclusion of the hearing, render a written decision and/or order. Any decision and/or order of the arbitrator shall be advisory.

33.4 Automatic Advances

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

33.5 Costs of Grievance Arbitration

The Association and the Town shall share the cost of the arbitration, including the arbitrator's fee, equally.

33.6 Time Limits

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

ARTICLE 34. Severability

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

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

ARTICLE 35. Duration

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

This Agreement shall be in effect from July 1, 2016 through June 30, 2019.

TOWN OF MAMMOTH LAKES	MAMMOTH LAKES POLICE OFFICERS'ASSOCIATION
DANIEL C. HOLLER TOWN MANAGER	MICHAEL W. JARVIS MASTAGNI, HOLSTEDT A.P.C.
Date	Date
JAMIE GRAY TOWN CLERK	RUBEN RAMOS PRESIDENT
Date	Date
	RICHARD MOBERLY
	Date

APPENDIX A – Salary Schedules

POA Pay Ranges 2016/17 Fiscal Year - Effective July 1, 2016

2016/17 Fiscal Year

	Pay Range	Annual A	B	C	D	E	Monthly A	B	C	D	E	Hourly A	B	C	D	E
POLICE OFFICER	PO/1	71,689	75,273	79,037	82,989	87,138	PO/1	5,974	6,273	6,586	6,916	7,262	PO/1	34.4659	36.1889	37.9986	39.8986	41.8933
POLICE SERGEANT	PO/2	88,262	92,675	97,309	102,174	107,283	PO/2	7,355	7,723	8,109	8,515	8,940	PO/2	42.4337	44.5553	46.7832	49.1221	51.5784
POLICE RECRUIT														25.0000				

POA Pay Ranges 2017/18 Fiscal Year - Effective July 1, 2017

	Pay Range	Annual A	B	C	D	E		Monthly A	B	C	D	E		Hourly A	B	C	D	E
POLICE OFFICER	**PO/1**	73,840	77,532	81,409	85,479	89,753	PO/1	6,153	6,461	6,784	7,123	7,479	PO/1	35.5000	37.2750	39.1389	41.0957	43.1505
POLICE SERGEANT	**PO/2**	90,910	95,456	100,229	105,240	110,502	PO/2	7,576	7,955	8,352	8,770	9,209	PO/2	43.7067	45.8923	48.1870	50.5962	53.1260
POLICE RECRUIT														25.7500				