

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LOMPOC

AND

LOMPOC POLICE OFFICERS' ASSOCIATION



Effective December 25, 2004 Through December 22, 2006

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF LOMPOC AND LOMPOC POLICE OFFICERS' ASSOCIATION**

PREAMBLE

This Memorandum of Understanding ("MOU") is entered into based on the following facts:

- A.** Representatives of the City of Lompoc ("City" "Management") and representatives of the Lompoc Police Officers' Association ("LPOA" "Association") have met and conferred in good faith exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employees represented by the LPOA.
- B.** The Management and Association representatives have reached an understanding as to certain recommendations to be made to the city council of the City of Lompoc and have agreed the parties hereto will jointly urge said Council to adopt by minute action this MOU between the respective representatives.

ARTICLE 1

COMPLETE UNDERSTANDING OF THE PARTIES

This Memorandum of Understanding is made and entered into this _____ day of _____ 2005 by and between the **CITY OF LOMPOC**, hereinafter referred to as "City", and the **LOMPOC POLICE OFFICERS' ASSOCIATION**, hereinafter referred to as the "LPOA".

It is intended that this Memorandum of Understanding set forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and approved and implemented by the Lompoc City Council.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 2

CITY COUNCIL APPROVAL

It is agreed that this Memorandum of Understanding is of no force or affect until ratified by the City Council of the City of Lompoc.

ARTICLE 3

RECOGNITION

The City confirms its recognition of the Lompoc Police Officers' Association representing the positions of Police Dispatcher-Jailer, Police Officer, Police Agent, Police Sergeant, and Community Services Officer in the Lompoc Police Department, excluding temporary (part-time and full-time) employees.

ARTICLE 4

SALARIES AND COMPENSATION

4-1 Salaries: Salary ranges for each presently established classification are set forth in Appendix "A," which is attached.

a. Classifications recognized by this MOU shall receive the following compensation adjustment, subject to Section 4-2 of this Article:

1. **Sworn Officers:**

Effective Pay Period Beginning	Salary Increase
December 25, 2004	7.00%)
December 24, 2005	<u>5.00%</u>
Total	12.00%

2. **Non-sworn Employees:**

Effective Pay Period Beginning	Salary Increase
December 25, 2004	6.0% minus PERS Cost = 0.00% ¹
December 24, 2005	<u>4.0% minus PERS Cost = 3.05%²</u>
Total	10.0% minus PERS Cost = 3.05% Total

The above non-safety increase of December 25, 2004 (6%) will be subject to a PERS enhancement offset (including an additional 1% employee mandatory contribution paid by the City) which shall be the 2.7% @55 PERS enhancement formula. The City also agrees to

provide the non-safety group, as soon as practical, the PERS EPMC enhancement methodology currently provided to the MSC and Unrepresented City groups.

The cost of the additional one percent employee contribution (paid by the City), the EPMC @ 8%, and the 2.7% PERS enhancement equals 6.95%. Therefore, 6.00% of this cost shall be deducted from the non-safety 6.00% increase of December 25, 2004,¹ and 0.95% of this cost from the 4.00% December 25, 2005, increase.²

- 4-2 Standby Pay:** When a regular full-time employee is required and assigned to be available for immediate call-back at times that the employee is not otherwise on duty, the employee shall be compensated for such stand-by hours at the rate of two (2) hours of straight time for eight (8) hours of stand-by time. If the employee is called in to work during the eight (8) hour period, only the call-in or call-back allowance will be received.
- 4-3 Court Standby Pay:** Effective with the implementation of the 3/12 work schedule, if a court subpoena is issued on an employee's regularly scheduled day off, the employee will be eligible for a minimum of two (2) hours compensation at time and one-half, whether for one or more cases. If the employee is called in to work, only the call-in or call-back allowance will be received. A regularly scheduled day off shall mean a date scheduled prior to the issuance of a subpoena.
- 4-4 Call-in Allowance:** When a regular full-time employee is called in to work and reports for work on a day other than his regularly scheduled workday, he/she shall be provided with and assigned to at least a minimum of two (2) hours work at one and one half times his regularly hourly rate. All hours worked as a result of the call-in will be at the overtime rate until the employee's regular shift begins.
- 4-5 Call-back Allowance:** When a regular full-time employee is called back to work and reports to work following completion of his regular shift, having left the premises in the interim, he/she shall be provided with and assigned to at least a minimum of two (2) hours work. In the event such work is not available, the employee shall be paid a minimum amount equal to two (2) hours pay at one-and-one half times his/her regular hourly rate.
- 4-6 Bilingual Pay:** The City provides a Bilingual Pay program as follows:
- Effective December 27, 2003, individuals determined to be qualified by the City will be eligible for \$80.00 per month. Employees will be required to pass a City-administered proficiency exam to qualify and will be required to retest annually. The City will determine which languages will be included in this program.

4-7 Special Assignment Pay: Effective January 2, 1999, Police Officers, who are certified as Field Training Officers, will receive 5% special assignment pay while they are actively performing assigned duties as a field trainer for officers.

Dispatcher-Jailers, who are qualified to serve as a dispatcher-Jailer trainer, will receive five percent (5%) special assignment pay while they are actively performing assigned duties of a trainer for dispatcher-jailers.

4-8 Dispatcher-Jailer Shift Differential: Shift differential pay of 50¢ per hour will be applied to employees for hours actually worked during the graveyard shift during 2215 to 0645 hours. This includes employees on (“full”) graveyard shift and where employees on relief shift work graveyard hours. This differential pay also includes those employees who work overtime on graveyard between the hours of 2215 and 0645. Shift differential of 25¢ per hour will be applied to employees for hours actually worked during the swing shift during 1415 to 2245 hours. Employees who accumulate overtime hours worked will receive the appropriate shift differential in equivalent base pay hours rather than actual pay. Payoffs and buy backs of accumulated holiday pay, annual leave, ATO, and sick leave would not include shift differential, even if paid while the employee is working a shift eligible for shift differential.

4-9 Educational Incentive Pay: The City provides an Educational Incentive Plan for the classifications of Police Officer, Agent & Sergeant as follows:

- Possession of an AA/AS Degree OR Intermediate POST Certification + 2.5%
- Possession of a BA/B.S. Degree OR Advanced POST Certification + 5.0%

During probation following appointment or promotion, evaluation cannot fall below “Satisfactory”. Continued accrual of Educational Incentive Pay shall require maintaining a minimum overall annual performance evaluation rating of “Satisfactory”.

4-10 Electronic Transfer of Payroll: It is agreed and understood that the City will continue an electronic payroll transfer system under which the employee’s net pay will be deposited in a bank account of the employee’s choosing. The City will continue to print and distribute the payroll “stub” identifying earnings and deductions.

4-11 Residency Incentive. The City will provide Police Officers, Police Agents, and Police Sergeants who reside within the City of Lompoc with a \$50 per month

residency incentive. A \$25 per month residency incentive will be provided to current Police Officers, Agents, and Sergeants who reside outside the Lompoc City limits, but within the 93436 zip code. However, Police Officers, Agents, and Sergeants hired after January 1, 1999 must reside within the Lompoc City limits to qualify for a residency incentive, which will be provided at \$50 per month.

ARTICLE 5

PERS RETIREMENT CONTRIBUTION

- 5-1 Employee Contribution - Safety Members:** Safety employees under this Agreement are provided the “3% at age 50” CalPERS plan benefit, which requires a 9% employee contribution. The City shall contribute 0.135% of the required 9% employee contribution on the employee’s behalf with the remaining 08.865% paid by the employee. Employees will have the option to have a salary adjustment in the form of a deferred income payment for their member contribution.
- 5-2 Employee Contribution - Miscellaneous Members:** Miscellaneous members under this agreement, as soon as practical after ratification of this agreement, will be provided the “2.7@% at age 55” CalPERS plan benefit, with One -Year Final Compensation and Sick Leave Conversion to Service credit amendments, which requires a 8% employee contribution. The City shall contribute the required 8% employee contribution on behalf of the employee.
- 5-3** Additionally, the City agrees to provide the non-safety group, as soon as practical, the PERS EPMC enhancement methodology currently provided to the MSC and Unrepresented City groups.
- 5-4 1959 Survivor’s Benefit:** The City shall provide PERS ‘59 Survivor's Benefit third level coverage.

This benefit provides a monthly allowance to survivors of a member who dies prior to retirement.

ARTICLE 6

HEALTH AND WELFARE BENEFITS

- 6-1 Health and Dental Premiums:** The City will pay health and dental premiums at its current contribution rate for regular status full time employees as follows:

<i>(Effective January 1, 2005)</i>	CITY COSTS HEALTH			CITY COSTS DENTAL
	Flex Credit Contribution	Direct Contribution to PERS	Total City Contribution	Total City Contribution
One Party	\$213.44	\$48.40	\$267.84	\$27.73
Two Party	\$474.31	\$48.40	\$522.71	\$52.08
Family	\$632.93	\$48.40	\$681.33	\$81.87
Employee/Children	N/A	N/A	N/A	\$55.61

*Includes vision hardware

The City participates in the PERS Health Benefit Program, with the “unequal contribution option” at the PERS minimum contribution rate, currently \$48.40 per month for active employees and eight dollars and twenty-three cents (\$8.23) per month for retirees. The City’s contribution toward retirees shall be increased by five percent (5%) per year of the City’s direct contribution to PERS for the active employees until such time as the contribution for employees and retirees are equal at \$48.40 per month.

The PERS Health Program plan year is from January 1 through December 31. Premiums will be deducted the month in advance consistent with the existing health insurance plan.

Regular status part-time employees (“job share”) will receive a prorated share of the City’s contribution. For example, a 20-hour per week employee enrolling in one-party coverage will receive a \$48.40 direct health contribution and a prorated flexible credit (50% of full-time benefit allocation less \$48.40 = 20 hour/week employee flexible credit) for the composite health and vision hardware insurance.

6-2 Health and Dental Premium Increases: In regards to future health and dental premium increases, based on the primary health and dental plan (with vision hardware), the City will pay for 75% of the first 12% of increase in health premiums in each plan year(s) covered by this agreement. Any increases above the 12% will be split 50/50 by the City and the employee. The City will pay for 75% of the first 5% increase in dental premiums in each of the plan year(s) covered by this agreement. Any premium increases above 5% will be shared equally 50/50 by the Employee and the City.

- 6-3 Flexible Benefit Plan:** The City will contribute a benefit amount as identified in Section 1 of this Article. Of this amount, \$48.40 will be a direct City health contribution and the balance is a flexible credit allocation. The flexible credit amount will be used within a flexible benefit (“cafeteria”) plan in which employees will enroll. Employees will pay a \$3 monthly processing fee for the cafeteria plan administrator’s services. An additional fee of \$1.50 will be charged to that employee who also elects to have a medical reimbursement account or a dependent care reimbursement amount. Increases in such fees shall be the employee’s responsibility.
- 6-4 COBRA:** The City will provide optional continuation of health insurance benefits to eligible employees separating from City service according to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
- 6-5 Leave of Absence and Insurance Coverage:** Employees on a leave of absence without pay due to a work related injury or illness will have their health insurance premiums paid subject to the following:
- a. During the first three (3) months, the City will pay 100 % of the City group health insurance premium.
 - b. During months four (4) through six (6), the City will pay 50% of the City group health insurance premium and the employee will pay 50%.
 - c. During the seventh month and thereafter, the employee will pay 100% of the City group health insurance premium.
 - d. Employees who are also entitled to continued group health insurance based on their eligibility for the Family and Medical Leave Act for 12 weeks will have their coverage requirement met by the City contribution as identified in (a) of this section.
 - e. The City will continue to provide dental and employee assistance program premiums contributions at the active employee rate for current level of coverage when the employee meets eligibility criteria for the Federal Family Medical Leave Act.
 - f. Employees on a leave of absence without pay due to a non-job related illness or injury, who meet eligibility criteria under the Federal Family Leave Act will continue to have their health, dental and employee assistance premiums paid by the City at the active employee rate for 12 weeks or three months, whichever is greater. This benefit may be used once every 12 months measured forward from the date leave is first used. The employee must have completed a minimum of one-year of regular status service and

1,250 hours the preceding year to qualify.

6-6 Retiree Coverage: The City will offer extended health insurance coverage to retirees who meet the current eligibility standard. City participation towards the cost of the coverage will be computed based upon the following formula:

PERCENTAGE	YEARS OF SERVICE
50.0%	15
52.5%	16
55.0%	17
57.5%	18
60.0%	19
62.5%	20
65.0%	21
67.5%	22
70.0%	23
72.5%	24
75.0%	25

The amount of City participation will be based upon the insurance rates of the City's primary health provider.

Retirees who meet current MOU eligibility standards for City health contribution (retired after December 15, 1990 at least 50 years of age for all bargaining unit members) shall be eligible to receive a benefit contribution under the PERS Health Program until age 65. Such retirees shall receive a 50% contribution with 15 years of service, increasing by two and one-half percent (2½%) for each year of service up to the maximum 75% contribution at 25 years (as detailed above). In converting to the PERS Health Program, the benefit contribution will be based on the primary health plan. The City will provide a eight dollars and twenty-three cents (\$8.23) direct health insurance contribution and the balance will be in a flexible credit allocation in a flexible benefit plan. The amount of the direct health insurance contribution will increase by 5% of the active employee rate each year until reaching the active employee direct contribution. The flexible credit allocation will be adjusted to provide a total contribution not to exceed the contribution specified in the MOU. Retirees will pay a \$3 monthly processing fee for the flexible benefit administration. For those who also wish to elect a medical reimbursement account, a processing fee of \$1.50 monthly is charged.

In lieu of a vision hardware benefit, the City will contribute \$16 after age 65 to a Medicare managed care plan or Medicare supplement.

Current standards for eligibility for retiree health benefits are as follows:

- a. Employees must be covered by the City group health insurance program at the time of retirement.
- b. Employees must have a minimum of ten consecutive years of full-time permanent service with the City of Lompoc and are at least 50 years of age.
- c. Employees eligible for a PERS Disability Retirement with a minimum of 20 consecutive years of full-time permanent service with the City of Lompoc, regardless of age.
- d. Benefits will be as similar as possible to those offered under the active employee plan.
- e. In the event of the death of a retired City employee who is covered under this program, any dependent will be allowed to continue existing coverage for 18 months at the group rate.
- f. Coverage for retired employees and dependent will cease when the following occurs: Age 65, or when the employee or dependant becomes eligible for Medicare, which ever occurs first.
- g. If a retired employee is ineligible for Medicare benefits because the City of Lompoc did not participate in the Social Security system, the retired employee will be removed from the City health plan at age 65 and he/she will be reimbursed for the cost of part A Medicare premiums.

6-7 Long-Term Disability Insurance: The City will provide coverage with a maximum monthly benefit to \$3,000 per month based on maximum insured salary of \$4,500 per month.

6-8 Flexible Spending Account: The City will provide a Flexible Spending Account program (tax deferred employee contribution that can be applied to specific expenses, e.g. child care and dependent orthodontic work).

6-9 Life Insurance: The City will provide bargaining unit members with life insurance benefits to a maximum of one times annual salary.

6-10 Selection of Health and Dental Carriers: The City will notify and discuss with the Union prior to the selection of health and dental carriers; however, the City reserves its right to select the provider of health insurance and dental insurance during the term of this MOU.

ARTICLE 7

HOURS AND OVERTIME

7-1 Compressed Work Schedule And Overtime: Overtime is defined in the applicable compressed work schedule agreement for the designated LPOA classification. Current agreements for such work schedules are incorporated in Appendix A. Discipline involving suspensions will be based on an eight (8) hour equivalent workday. Vacation, holidays, sick leave, IOD and compensatory time off shall be considered time worked for the purpose of computing overtime. Overtime shall be compensated in cash at time and one-half the employee's regular rate of pay or in time off compensated at time and one-half.

7-2 Overtime Accrual: If an employee accrues in excess of the 80 hour overtime accrual limit he/she will, within the pay period following the pay period in which the hours in excess of 80 have been accrued, attempt to schedule and take leave time sufficient to reduce the balance to or below 65 hours. The scheduling of such leave shall require Departmental approval. If the employee is unable to schedule leave time sufficient to reduce his/her balance to 80 or less hours, the Department may, in the next payroll period, with 5 days notice to the employee, schedule leave time for the employee. In the event the employee is unable to schedule leave time and the Department is unable to schedule leave time sufficient to reduce the employee's balance to or below 80 accrued hours, then the employee shall be paid for hours in excess of 80.

7-3 Overtime Meals: Individuals will be eligible for a \$5.00 meal allowance when working extended overtime of two (2) hours or more when the following criteria is met: Individuals were notified of the need to work beyond their regularly scheduled shift less than 8 hours before the beginning of the shift. (Or 16 hours before the overtime commences).

ARTICLE 8

HOLIDAYS

8-1 Observed:

- a. Regular full-time employees shall receive the following paid holidays:

January 1
 Third Monday in January – Martin Luther King Day
 Third Monday in February
 Third Monday in April
 Last Monday in May
 July 4
 First Monday in September
 November 11
 Thanksgiving Day
 Friday following Thanksgiving Day
 December 24
 December 25

- b. Public holiday proclaimed by the President or Governor and Mayor of the City of Lompoc.
- c. Employees assigned to divisions operating on a 24-hour basis or schedule shall be entitled to equivalent time off in lieu of holidays at the discretion of the department head and in accordance with the Overtime and Holiday Accrual section of the MOU.
- d. Employees who are not assigned to divisions operating on a 24-hour basis or schedule shall observe December 24 as follows:

If December 24th is on:

Holiday Observed on:

Wednesday
 Thursday
 Friday
 Saturday
 Sunday
 Monday
 Tuesday

Friday
 Thursday
 Thursday
 Friday
 Tuesday
 Monday
 Tuesday

8-2 Holiday Sell-back: Effective January 1, 2004, employees covered under this MOU would have the option of selling back the above holidays, on a quarterly basis, subject to the following:

- a. As soon as practical, after the ratification of this agreement by both parties, an irrevocable election shall be held by the City for bargaining unit employees to determine if they wish to have all the above holidays accrued during the pay period in which they are observed and whether employees may elect to cash in their unused balance on a quarterly basis.

- b. A "Yes" vote by the group will result in a payout of all unused holiday time accrued prior to January 1, 2004 during the December 2004 quarterly holiday payout. After the December 2004 quarterly holiday payout there will be no more carry over of holiday time.
- c. Henceforth, all employees would have a zero balance of holiday time at the end of the year. This would be as a result of the employee either taking accrued holiday time on a quarterly basis, cashing-in accrued holidays on a quarterly basis at employee option, or by a mandatory payment made in the last quarterly holiday payout of the calendar year.
- d. All LPOA holiday balances for the pay period ending December 26, 2003, will be used at employee option during calendar year 2004, or be paid as noted in "b" above.
- e. **Quarterly Holiday Payout** – Quarterly holiday payout will occur in the last pay period which includes a workday in the current calendar quarter.

Any calendar year holiday balance will be included with the last quarterly holiday payout of the calendar year.

ARTICLE 9

SICK LEAVE AND VACATION

- 9-1 Sick Leave Incentive Pay:** The plan provides for the payment of 25% of accumulated sick leave balance between 30 and 120 days, after 10 years of City service, to be paid to the employee upon termination of employment. The intent of this program continues to be an incentive to use sick leave only when required.

However, sick leave incentive pay at **50%** of accumulated sick leave between 30 and 120 days, after **10** years of City service, shall be provided:

- a. To PERS safety members who service retire at age 50 (minimum) or retire due to industrial disability;
 - b. To PERS miscellaneous members who service retire at age 60.
- 9-2 Family Sick Leave:** Regular full-time employees will be eligible to use four (4) days per year of their accumulated sick leave when dependent children are ill. This policy will also apply when a spouse is ill and a doctor's written notice indicates that the spouse is in need of care by the employee. *[NOTE: State law provides that*

50% of annual sick leave accrual may be used for family sick leave to attend to illness of child, parent, or spouse.]

Family sick leave will also apply when parents of an employee are ill and the nature of the illness requires that the employee care for them. Coverage for care of a child also includes child for whom the employee is the guardian.

If a LPOA unit employee has an accrued balance of 24 days (192 hours) of sick leave, he/she shall be eligible to use one additional day (for a total of 5 days) for family sick leave. The accrued balance will be evaluated based on the pay period prior to the family sick leave use.

Eligibility for family sick leave use based on accrued sick leave balance will be as follows:

Sick Leave Balance		Family Sick Leave Eligibility	
4+Days	32 Hours	4+ Days	32 Hours
24	192	5	40
36	288	6	48
48	384	7	56
60	480	8	64
72	576	9	72
84	672	10	80

- 9-3 Catastrophic Leave Donation:** Provides for the transfer of vacation leave, compensatory time, or holiday leave time from an employee to an employee with a serious or catastrophic illness who has exhausted all leave balances, subject to a maximum credit of 520 hours. The City Administrator may authorize in special circumstances receipt of total leave credits up to 1,040 hours of recipient's sick leave. Donated leave will be changed to its cash value at the donor's base rate of pay. This policy is described in a City of Lompoc Personnel Procedure.

ARTICLE 10

BEREAVEMENT LEAVE

Each employee is entitled to a bereavement leave following the death of his/her spouse or the following relatives, whether by kindred or affinity: child, father, mother, brother, sister, grandparents, and grandchildren. A person who acted as the employee's sole or primary guardian during the employee's childhood shall also qualify as an immediate family member for purposes of the bereavement leave qualification. The period of such leave shall be determined by the City Administrator or other appointing power. In determining the

period of such leave, the relationship of the deceased to the employee and the amount of necessary travel involved, if any, shall be considered. In no event shall bereavement leave exceed five working days.

ARTICLE 11

ACTING ASSIGNMENT PAY

Any person temporarily appointed to serve in a higher classification and serving continuously in said classification for fourteen (14) working days shall receive compensation established for the higher classification for the entire period of service in said classification.

Under the following conditions the classification of Community Services Officer shall receive the above-described compensation for the higher classification effective the first day of service:

- a. When determined fully qualified to perform dispatcher-jailer duties and the acting appointment has been authorized by the Chief of Police;
- b. When working out of class as part of the basic staffing patterns in the jail or dispatch center; or
- c. An assignment made to cover relief of personnel in the jail or dispatch center, which is for a minimum of one eight (8) hour shift.

ARTICLE 12

UNIFORMS

12-1 Uniform Allowance: All classifications represented by LPOA presently receiving a uniform allowance will receive an annual uniform allowance for the cleaning and replacement of uniforms of one thousand dollars (\$1,000). Payments will be made on a quarterly basis. However, newly hired police officers will receive their initial full allowance with the first completed pay period subsequent to their hire date. If employees voluntarily leave within six (6) months of their date of hire, they will be required to return to the Department, on a prorated basis, the remaining portion of any uniform allowance received.

12-2 Replacement of Damaged Uniforms and Equipment: Employee will be compensated for repair or replacement of uniforms and personal property (as identified below) damaged or destroyed in the performance of their job duties. Such items will be reimbursed at reasonable replacement value subject to limitations below. All items will be evaluated on a case-by-case basis by the

employees' supervisors and the Chief of Police.

- a. Duty clothing, police jacket, shoes/boots -- replacement cost.
- b. Sunglasses – effective upon ratification of this agreement, replacement cost up to a maximum of fifty-five dollars (\$55).
- c. Watches -- effective upon ratification of this agreement, replacement or repair cost up to a maximum of sixty dollars (\$60).
- d. Flashlights -- effective upon ratification of this agreement, replacement or repair cost up to a maximum of one hundred fifty dollars (\$150).
- e. Prescription Glasses/Prescription Sunglasses -- when replacement is not covered under the City's health insurance plan, lenses will be reimbursed at replacement cost and frames will be reimbursed at replacement cost, not to exceed one hundred sixty dollars (\$160).
- f. Other personal safety equipment -- replaced on a case-by-case basis. However, if similar equipment has been provided by the City, the replacement cost of the employee's personal equipment may not exceed the cost of City provided equipment.

12-3 Lost or Stolen Items. Replacement of items covered in 12-2 above on a case-by-case basis. Replacement of lost or stolen items will not include items which are lost or stolen due to neglect.

12-4 Inspection of Damaged Property. Employees seeking replacement or repair of any of the items listed in 12-2 above will submit the item(s) for inspection by their Watch Commander/Supervisor.

12-5 Claims Forms. The City and the LPOA will agree upon a claim form for use to replace or repair damaged or destroyed equipment/property. Any claim will be made to the employee's supervisor, verified and approved for submittal to the Chief of Police through the normal chain of command. The Chief of Police or his/her representative will submit the claim to the City for replacement or repair.

12-6 Disputed Claims. Any claims not agreed upon by the City and/or employee will be referred to the Uniform and Equipment Committee for review and recommendation. The recommendation of the Committee is advisory only.

12-7 Restitution. If the employee receives any restitution as a result of the action, which generated the request for replacement or repair of equipment or property, the employee will route the restitution payment up to the amount paid by the City to the Administrative Services Commander for return to the City.

ARTICLE 13

USE OF CITY RECREATION FACILITIES

The City will allow members of the bargaining unit the use of City recreational facilities during regular business hours at no charge to the employee. This will include the weight room, Jacuzzi, and sauna at the Recreation Center and the swimming pool during lap swimming and general public swim. Employees will comply with all registration requirements and rules and regulations of the facilities used. Employees will utilize these City facilities only during their time off from work.

ARTICLE 14

ASSOCIATION LEAVE

LPOA members will be allowed to contribute accumulated compensatory time off (ATO) to a special account for the use of Association Executive Officers or their designee. Contribution to or the withdrawal of time from the special ATO account will require written authorization by the Association's President. An individual Association officer or designee may, subject to all normal approvals and restrictions for leave time, use up to fifty-four (54) hours per fiscal year from the pool for attendance at meetings, seminars, etc. on behalf of the Association. The special account will be allowed to accumulate no more than ninety-six (96) hours at any time during this MOU.

ARTICLE 15

CITY RIGHTS CLAUSE

The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects subject to this Memorandum.

The City has and will continue to retain exclusive decision-making authority on matters not officially and expressly modified by specific provisions of this Memorandum.

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect administrative and employment rules and regulations consistent with law and specific provisions of this Memorandum, to recruit and select applicants for positions, to direct its employees, to classify and reclassify positions, to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

ARTICLE 16

GRIEVANCE PROCEDURE

16-1 Purpose of Rule:

- a. To promote improved employer-employee relations by establishing grievance procedures on all matters whether or not appeal or hearing is provided by other regulations.
- b. To afford employees individually or through qualified employee organizations a systematic means of obtaining further considerations of problems after every reasonable effort has failed to resolve them through discussion.
- c. To provide that grievances shall be settled as near as possible to the point of origin.
- d. To provide that appeals shall be conducted as informally as possible.

16-2 Matters Subject to Grievance Procedures: Any employee in the competitive service shall have the right to a conference under this rule, on any matter affecting his employment over which his appointing power has partial or complete jurisdiction.

16-3 Informal Grievance Procedures: An employee who has a problem or complaint should first try to get it settled through discussion with his immediate superior without undue delay. Such discussion shall be initiated within fifteen (15) calendar days from the date of the incident complained of, or within fifteen (15) calendar days from the date of which the employee became aware of the incident, whichever is later. If, after this discussion, he does not believe the problem has been

satisfactorily resolved, he shall have the right to discuss it with his supervisor's immediate superior, if any, in the administrative service. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, he shall have the right to file a formal appeal in writing ten (10) calendar days after receiving the informal decision of his immediate superior. The informal discussion shall not be taken above the department head.

16-4 Formal Grievance Procedure:

- a. **First Level of Review:** The grievance shall be presented in writing to the employee's immediate supervisor, who shall render his decision and comments in writing and return them to the employee within ten (10) calendar days after receiving the appeal. If the employee does not agree with his supervisor's decision, or if no answer has been received within ten (10) calendar days, the employee may present the grievance in writing to his department head. Failure of the employee to take further action within ten (10) calendar days after receipt of the written decision of his supervisor, or within a total of 25 calendar days if no decision is rendered, will constitute a dropping of the grievance.
- b. **Department Review:** The department head receiving the grievance should discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The department head shall render his decision and comments in writing, and return to the employee within ten (10) calendar days after receiving the grievance.

If the employee does not agree with the decision reached, or if no answer has been received within ten (10) calendar days after receipt of the decision, or within a total of 25 calendar days if no decision is rendered, will constitute a dropping of the grievance.

- c. **City Administrator Review:** The City Administrator receiving the grievance or his designated representative shall discuss the grievance with the employee, his representative, if any, and with other appropriate persons. If the City Administrator fails to render a decision to the satisfaction of the aggrieved, a fact-finding committee may be appointed. The committee shall be comprised of a representative appointed by the City Administrator, a representative appointed by the aggrieved, and a third member appointed by mutual agreement of the other two. The fact-finding committee shall render a recommendation on the grievance to the aggrieved and the City Administrator within (20) calendar days. The City Administrator shall render a decision and comments in writing, and return them to the employee within fifteen (15) calendar days after receiving the recommendations of the fact-

finding committee.

16-5 Conduct of Grievance Procedure:

- a. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
- b. The employee may request the assistance of another person of his own choosing in preparing and presenting his appeal at any level of review.
- c. The employee and his representative may be privileged to use a reasonable amount of work time as determined by the appropriate department head in conferring about and presenting the appeal.
- d. Employees shall be assured freedom from reprisal for using the grievance procedure.

16-6 Utilization of Grievance Procedure Prior to Personnel Rule XV: The Association agrees, that prior to appealing any matter that may otherwise may be appealed in accordance with the procedure set forth in Rule XV of the Personnel Rules, all other grievance procedures must be followed. This includes grievances arising under this agreement and also those subject to Rule XV of the Personnel Rules. Failure to follow grievance procedure remedies in a timely manner shall constitute a waiver of the right to proceed with an appeal under Rule XV and shall constitute an abandonment of the dispute.

ARTICLE 17

NOTIFICATIONS OF EMPLOYMENT ACTIONS

Applies to Non-sworn LPOA Personnel Only: Notices of demotions, dismissals, disciplinary reductions in pay, and suspensions will be in writing and either served personally on the employee or sent by certified mail to the last known address.

ARTICLE 18

SUPPORT OF AGREEMENT

By entering into this Memorandum, the City and the Union have arrived at a final understanding through the meet and confer process, resolving any differences, which may have arisen during that process. Accordingly, it is agreed that the Union will support this Memorandum for its term and will not appear before any public bodies to seek change or

improvement in any matter subject to the meet and confer process except by mutual agreement of the City and the Union.

ARTICLE 19

PRE-EMPTIVE LAWS

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable federal and state laws, city ordinances and federal and state regulations. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such above applicable laws, rules and regulations or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdictions, such part or provision shall be suspended and superseded by any such applicable law or regulations and the remainder of the Memorandum of Understanding shall not be affected thereby.

ARTICLE 20

RATIFICATION AND ACCEPTANCE

Upon acceptance by the City Council and the bargaining unit represented by the LPOA, this Memorandum of Understanding shall remain in effect until midnight December 22, 2006.

CITY OF LOMPOC:

**LOMPOC POLICE
OFFICERS' ASSOCIATION:**

Gary P. Keefe, City Administrator

Lane Middleton, President

Jennifer L. Weston
Human Resources Director

Chuck Strange, Vice President

John Walk
Management Services Director

Betty Scherer, Treasurer

William j. Yanonis
Chief Negotiator

Dale E. Strobridge, Consultant

Michael Brennler, Consultant

Date

Date