



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF LOMPOC**

**AND**

**LOMPOC POLICE OFFICERS' ASSOCIATION**

**Effective July 1, 2020 Through June 30, 2021**

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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 by and between the CITY OF LOMPOC and the LOMPOC POLICE OFFICERS' ASSOCIATION on or about July 7, 2020 based on the following facts:

- A.** The Memorandum of Understanding between the City of Lompoc ("City" or "Management") and Lompoc Police Officers' Association ("LPOA" or "Association") effective July 1, 2019 through June 30, 2020, which was duly approved by the City Council on January 21, 2020, expired on June 30, 2020.
- B.** Representatives of the City and LPOA have met and conferred in good faith to negotiate a one (1) year successor MOU between the parties, pursuant to both the Meyers-Milias-Brown Act ("MMBA")(Gov't Code Section 3500-3511) and the City's Employer-Employee Relation Resolution (Resolution No. 2041(70)), and have jointly prepared and executed this successor MOU between the City and LPOA, for the period of July 1, 2020 through, and including June 30, 2021.

### **ARTICLE 1**

#### **COMPLETE UNDERSTANDING OF THE PARTIES**

It is intended that this MOU 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existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.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.

Compensation Survey Cities:

The City and the Association have agreed that the following cities shall be used for any classification and/or compensation surveys for successor MOU negotiations:

Arroyo Grande, Atascadero, Guadalupe, Grover Beach, Morro Bay, Paso Robles, Pismo Beach, San Luis Obispo, Santa Barbara and Santa Maria.

## **ARTICLE 2**

### **CITY COUNCIL APPROVAL**

It is agreed that this MOU 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, Police Jailer, Police Officer, Police Motor Officer, Police Corporal , 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 2020/21 Salary Adjustments:**

Effective retroactive to June 20, 2020, and to be implemented the first full payroll period after City Council approval of this MOU, the City shall provide LPOA represented employees still on payroll as of the Council MOU approval date a 2% base salary increase, as set forth in attached Appendix "A", the continuation of which shall be contingent upon approval of a CalPERS Contract Amendment pursuant to Government Code section 20516 during the term of this MOU providing for ongoing employee pension cost sharing being implemented as follows:

1. CalPERS Tier 1 classic safety/sworn Unit members shall pay 9% as employee contribution, plus an additional 2% as employee cost sharing, for a total employee contribution of 11%. Tier 1 classic miscellaneous Unit members shall pay 8% as employee contribution, plus an additional 2% as employee cost sharing, for a total employee contribution of 10%.
2. CalPERS Tier 2 classic safety/sworn Unit members shall pay 9% as employee contribution, plus an additional 1% as employee cost sharing, for

a total employee contribution of 10%. Tier 2 classic miscellaneous Unit members shall pay 7% as employee contribution, plus an additional 1% as employee cost sharing, for a total employee contribution of 8%.

This cost sharing arrangement shall only be applicable to members who were/are represented by LPOA and covered by the LPOA MOU 2020-2021.

- 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:
- Individuals determined to be qualified by the City will be eligible for \$100.00 per month. Employees will be required to pass a City-administered proficiency exam to qualify and will be required to retest annually. The employee will be eligible for the monthly stipend beginning the pay period following receipt of passing exam results. 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 Differentials:** Shift differential pay of 0.75¢ (seventy-five cents) 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 0.50¢ (fifty cents) 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, Corporal & 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 Corporals, 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, Corporals, and Sergeants who reside outside the Lompoc City limits, but within the 93436 zip code. However, Police Officers, Corporals, 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.

- 4-12 Dispatcher Custodial Search Pay:** The City will provide 2.5% to all full-time dispatchers who complete the City's in-house search and custodial control training. This special pay and related duties will require dispatchers to perform booking searches as necessary. Officers will make every effort to transport the detainee to the secure portion of the police station where the dispatcher will perform the search.

Only in extreme cases, and with the supervisor's approval, will a dispatcher be asked to conduct a search in the field. During any field search, officers will ensure the scene is secure and stabilized prior to bring the dispatcher to the location of the search.

## ARTICLE 5

### CalPERS RETIREMENT CONTRIBUTION

**5-1 Employee Contribution - Safety Members:**

The employee is responsible for paying the entire employee contribution related to the CalPERS retirement formula for which they are eligible. The City of Lompoc will pay no portion of the employee contribution for any of the contracted CalPERS retirement formulas. Cost sharing shall also be implemented during this MOU pursuant to Section 4-1 above.

As defined under the Public Employees Pension Reform Act (PEPRA), all new Safety "Non-Classic" PERS member employees covered under this MOU and hired on or after January 1, 2013 shall receive the "2.7% at age 57 PERS plan" benefit with their final compensation calculated based upon the average full-time monthly pay rate for the highest thirty-six (36) consecutive months. In conjunction with this retirement formula, these employees will pay fifty-percent (50%) of the normal cost as delineated by CalPERS.

As defined under the Public Employees Pension Reform Act (PEPRA) and determined by CalPERS, all new Safety "Classic" PERS members, hired on or after January 1, 2013 shall receive the PERS plan benefit formula that they would have been eligible for had they been hired on December 31, 2012. These employees shall pay the entire CalPERS employee contribution, currently at nine (9%) percent.

Safety employees under this MOU hired prior to the implementation of the second tier retirement plan with the "3% at age 55 Full Formula" (Government Code Section 21363.1) shall be provided the "3% at age 50 Full Formula" (Government Code Section 21363.2) CalPERS' plan benefit.

Safety employees under this MOU hired on or after November 19, 2011 and prior to January 1, 2013 shall be provided the second tier "3% at age 55 Full Formula" (Government Code Section 21363.1) CalPERS plan benefit.

Employees in both tier 1 and tier 2 shall pay the full member contribution for their CalPERS retirement plan, currently at nine percent (9%), and will have the option to have a salary adjustment in the form of a deferred income payment for their member contribution. Likewise, both tiers will have their retirement base calculation based upon their final three year average of compensation.

**5-2 Employee Contribution - Miscellaneous Members:**

Effective upon adoption of this contract, the employee is responsible for paying the entire employee contribution related to the CalPERS retirement formula for which they are eligible. The City of Lompoc will pay no portion of the employee contribution for any of the contracted CalPERS retirement formulas.

As defined under the Public Employees Pension Reform Act (PEPRA), all new Miscellaneous "Non-Classic" PERS member employees covered under this MOU and hired on or after January 1, 2013 shall receive the "2% at age 62 PERS plan" benefit with their final compensation calculated based upon the average full-time monthly pay rate for the highest thirty-six (36) consecutive months. In conjunction with this retirement formula, these employees will pay fifty-percent (50%) of the normal cost as determined by CalPERS.

As defined under the Public Employees Pension Reform Act (PEPRA) and determined by CalPERS, all new Miscellaneous "Classic" PERS members, hired on or after January 1, 2013 shall receive the PERS plan benefit formula that they would have been eligible for had they been hired on December 31, 2012, These employees shall pay the entire CalPERS employee contribution, currently at eight (8%) percent.

Miscellaneous members **hired prior to** the implementation of the second tier retirement plan with the "2% at age 60 Full Formula" (Government Code Section 21353 shall be provided the "2.7% at age 55 Full Formula" (Government Code Section 21354.5) CalPERS plan benefit, with One -Year Final Compensation and Sick Leave Conversion to Service credit amendments, which currently requires an 8% employee contribution. The employee shall contribute the entire employee contribution as defined by CalPERS.

Miscellaneous members **hired on or after November 19, 2011** and prior to January 1, 2013 shall be provided the "2% at age 60 Full Formula" (Government Code Section 21353) CalPERS plan benefit. They shall have their retirement base calculation based upon their final three year average of compensation and pay the entire member contribution in an amount defined by statute (currently seven percent (7%)) and will have the option to have a salary adjustment in the form of a deferred income payment for their member contribution.

Additionally, consistent with Government Code Section 20636 (c) 4, the City will provide those in the non-safety group **hired prior** to the implementation of the second tier retirement plan with the “2% at age 60 Full Formula” (Government Code Section 21353, the CalPERS EPMC retirement enhancement, i.e., final compensation calculation increased by the percentage the City contributes toward the employee paid member contribution.

**5-3 1959 Survivor’s Benefit:** The City shall provide CalPERS ‘59 Survivor’s Benefit fourth 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** Effective July 1, 2020, the City shall provide LPOA represented employees increased medical contributions as follows: \$25 additional contribution to one party, \$35 additional contribution to two party, and \$50 additional contribution to family coverage per month. Accordingly, the total City contributions effective July 1, 2020 shall be as follows:

City Health contribution Effective July 1, 2020		
	Health Contribution	Dental Contribution
One Party	\$456.70	\$14.64
Two Party	\$896.76	\$27.47
Family	\$1,136.13	\$43.23
Employee/Children	N/A	\$29.39

\*Includes vision plan costs

The City of Lompoc currently participates in the California State Associations of Counties-Excess Insurance Authority's (CSAC-EIA) Health program effective January 1, 2019. The CSAC-EIA provides Anthem Exclusive Provider Organization (EPO) coverage, Anthem Choice Preferred Provider Organization (PPO), Anthem Select PPO, Anthem Choice PPO Out of State (OOS) coverage plans and Choice Medicare Supplement and Choice Medicare Supplement OOS coverage.

Employees shall have the right to inform the City of an increase in their dependents at any time and have the amount contributed be adjusted accordingly, in accordance with the insurance carrier's rules. Employees shall be required to inform the City of any reduction in dependents and a corresponding reduction in premium amounts contributed by the City shall be made. Said monthly payments shall be for insurance premium coverage only and any amount in excess of the actual cost of medical premium coverage shall not be refunded to the employee.

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 during calendar year 2019 will receive a prorated flexible credit (50% of full-time benefit) for the composite health and vision hardware insurance.

**6-2 Flexible Benefit Plan:** The City will contribute a benefit amount as identified in Section 1 of this Article. The flexible credit amount will be used within a flexible benefit ("cafeteria") plan in which employees will enroll. Employees will pay a monthly processing fee for the cafeteria plan administrator's services. An additional fee 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.

**6-3 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).

**6-4 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.

**6-5 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 California State Associations of Counties-Excess Insurance Authority's (CSAC-EIA) 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). The City will provide the minimum monthly employer 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 annually according to California Public Employees Retirement Law, § 22892(c) until reaching the active employee direct contribution equivalent. 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 monthly processing fee for the flexible benefit administration. For those who also wish to elect a medical reimbursement account, a monthly processing fee is also 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 CalPERS 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 dependent becomes eligible for Medicare, whichever 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.

**6-6 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.

**6-7 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).

**6-8 Life Insurance:** The City will provide bargaining unit members with life insurance benefits to a maximum of one times annual salary.

**6-9 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 100 hour overtime accrual limit he/she will, within the pay period following the pay period in which the hours in excess of 100 have been accrued, attempt to schedule and take leave time sufficient to reduce the balance to or below 80 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 90 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 90 accrued hours, then the employee shall be paid for hours in excess of 90 .

**7-3 ATO Yearly Pay-Off:** Employees may be paid for a maximum of forty (40) hours of accrued compensatory time off by providing notice to the Human Resources Office on a form provided by the City for this purpose. Compensation shall be determined by multiplying the number of hours for which compensation is requested by the employee's regular rate of pay. The required notice by the employee must be given between October 15 and October 31 of each year and will be paid on the second payday in November.

**7-4 Overtime Meals:** Individuals will be eligible for a \$9.00 (nine dollar) meal allowance, and \$1.35 (one dollar thirty-five cents) for the tip, 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).

**7-5 Dispatcher On-Duty Paid Meal Periods And Twelve Hour Shifts:**

It is intended that this Paragraph 7-5 shall set forth the full and entire understanding of the parties regarding the matters set forth herein, and supersedes the Lompoc Police Department Policy Manual and City of Lompoc Personnel Ordinance and Rules provisions related to meal periods and shifts, to the extent they are inconsistent with this Paragraph 7-5. This Paragraph also specifically revokes, replaces and supersedes all prior understandings or agreements of any kind not expressly referenced herein, whether formal or informal, related to dispatcher meal periods and work shifts.

- a. All Police Dispatchers shall work a 3/12 work schedule, including a paid on-duty meal period, as previously agreed to in the First Amendment to the previous MOU entered into between the City and the LPOA.

- b. The 3/12 work schedule shall remain in place subject to the following conditions:
  - 1. The City retains the right to make any and all schedule assignments as it deems appropriate.
  - 2. The City reserves the right to modify or terminate this modified 3/12 work schedule at any time.
  - 3. Employee benefits will continue to accrue in accordance with a forty (40) hour work week.
  - 4. Sick leave will be charged in increments of twelve (12) hours.
  - 5. Vacation days will be charged in increments of twelve (12) hours.
  - 6. Police Dispatchers will accrue eight (8) hours holiday time per holiday. To make up the additional four (4) hours lost due to taking the holiday off, Police Dispatchers will be allowed to use accrued time off ("ATO") or vacation time.
- c. The designated Fair Labor Standards Act ("FLSA") work weeks for Police Dispatchers are as follows:
  - 1. For shifts starting at 7:00 a.m. and ending at 7:00 p.m., the Fair Labor Standards Act ("FLSA") work week for dispatchers begins on Tuesday at 12:00 p.m. and ends on the following Tuesday at 11:59 a.m., and continuing.
  - 2. For shifts starting at 7:00 p.m. and ending at 7:00 a.m., the FLSA work week for dispatchers begins on Tuesday at 12:00 a.m. and ends on the following Tuesday at 11:59 p.m., and continuing.
- d. During each shift, Police Dispatchers will take a thirty (30) minute on-duty paid meal period, and will remain on site during their meal period.
- e. The 3/12 work schedule is as follows:

One week of the bi-weekly work period, Police Dispatchers will be scheduled to work three (3) twelve (12) hour shifts. During the other week of the bi-weekly work period, Police Dispatchers will be scheduled to work four (4) twelve (12) hour shifts. The paid meal break is counted as hours worked. Therefore, the total number of hours worked during the designated bi-weekly pay period; 36 hours week one + 48 hours week two for a total of 84 hours, which results in overtime owed to Police Dispatchers each pay period.

- f. Overtime eligibility: The modified work schedule designates Tuesdays as the starting and ending day for the FLSA designated work week. This splits Tuesday's hours so that half the hours worked are attributed to the previous week and the other half are attributed to the following week. As a result, dispatchers work 42 hours in each designated FLSA work week.

Overtime eligibility is based on work performed in excess of 12 hours per day or in excess of 40 hours per designated FLSA work week. Thus, the this modified work schedule results in two (2) hours of overtime worked during each designated FLSA work week, and a total of four (4) hours of overtime worked per pay period.

- g. In keeping with the original benefit of having a modified work schedule, and to avoid any additional overtime otherwise created by the paid meal periods, the following expectations, consistent with current City policies, rules, and procedures, apply:

- Police Dispatchers are strongly urged to arrive no more than five (5) minutes prior to the start of their shift and to leave no more than five (5) minutes following the conclusion of their shift, or at least to the nearest 5 minutes, or to the nearest one-tenth of an hour from the start and/or end of assigned shift. If a Police Dispatcher voluntarily comes in before the regular starting time or remains after quitting time, they do not have to be paid for such periods provided; of course, they are expected not to do any work during this time.
- If the workload does not permit a Dispatcher to leave at the end of the assigned 12-hour shift, he/she must obtain approval from the supervisor to work overtime, submit an overtime slip, and report the time worked as overtime on the timesheet.

If an emergency precludes advance supervisor approval for overtime following the conclusion of the Police Dispatcher's shift, the Police Dispatcher should obtain approval as soon as practicable, but in no

event more than one (1) day following the overtime worked, and the supervisor should note that advance approval was impracticable because of the emergent nature of the situation.

Overtime worked without supervisor approval may result in disciplinary action. Any work to be done prior to start of the assigned 12-hour shift must be pre-approved by the supervisor.

## **ARTICLE 8**

### **HOLIDAYS**

#### **8-1 Observed:**

- a. Regular full-time employees that have not elected to forfeit the ability to accrue holidays during the period of this MOU 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. Voluntary Quarterly Holiday Payout – Optional sell back of accrued holiday balances is available the first and third quarters each calendar year (January to March and July to September). Voluntary quarterly holiday payout will occur in the last pay period which includes a workday in the first or third quarters of the calendar year.
- b. Any holiday balance at the calendar year end will occur in the last pay period which ends in the fourth quarter of the calendar year (October to December).
- c. Any holiday balance at the fiscal year end will occur in the last pay period which ends in the second quarter of the calendar year (April to June).

**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 CalPERS safety members who service retire at age 50 (minimum) or retire due to industrial disability;
- b. To CalPERS miscellaneous members who service retire at age 60.

**9-2 Annual Sick Leave Incentive:** Employees with a minimum of one (1) year full-time or part-time budgeted regular, and job share status employment shall be eligible for an annual payment of \$300, if their sick leave utilization for the calendar year (prior 12 months) is three equivalent regular work days or less. The payment shall be calculated after the first pay period ending in December 2011. It will be paid on the second pay period ending in December 2011.

**9-3 Family Sick Leave:** Regular full-time employees will be eligible to use up to 50% of their annually accrued 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, or domestic partner.]*

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:

<b>Sick Leave Balance</b>		<b>Family Sick Leave Eligibility</b>	
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

- 9-4 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 Manager 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.
- 9-5 Sick Leave Accrual:** Employees covered under this agreement shall accrue sick leave at the rate of 3.693 hours per pay period.
- 9-6 Vacation Leave Accrual:** Employees covered under this agreement shall accrue paid vacation as follows:

<b>Years of Service</b>	<b>Days Accrual</b>
1-5	10
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15 & over	20

## **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 Manager 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. At the sole discretion of the Police Chief, vacation leave or ATO may be authorized when additional bereavement leave is requested.

## **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 eighty dollars (\$1,080). Payments will be made on a per **pay period** 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
- f. replacement cost and frames will be reimbursed at replacement cost, not to exceed one hundred sixty dollars (\$160).
- g. 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 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**

### **TUITION REIMBURSEMENT**

The City will provide tuition reimbursement to bargaining unit members for college courses in accordance with Personnel Procedures Manual Chapter 43 "Tuition Reimbursement for College/University Courses." In addition, the City will provide eligible bargaining unit members 100% tuition reimbursement for community college courses and 100% reimbursement per semester for required community college course books. (Course syllabus and receipts identifying books purchased are required for books).

## **ARTICLE 15**

### **ASSOCIATION LEAVE**

LPOA members will be allowed to contribute accumulated compensatory time off (ATO) and/or vacation accruals 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/vacation 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.

Two (2) LPOA representatives will be paid by the City a maximum of eight (8) hours per day base compensation to attend training - not to exceed a collective total of ninety-six (96) hours annually. The annual allowance may not be carried over to the following year and will pay for training time only. For this purpose, the City will not compensate for travel time, travel expense, accommodation, per diem, or authorize use of City vehicles. Withdrawal of time from the special training 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 time for training on behalf of the Association.

## **ARTICLE 16**

### **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 17**

### **GRIEVANCE PROCEDURE**

#### **17-1 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.

**17-2 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.

**17-3 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.

#### **17-4 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 Manager Review:** The City Manager 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 Manager 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 Manager, 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 Manager within (20) calendar days. The City Manager 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.

#### **17-5 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.

**17-6 Utilization of Grievance Procedure Prior to Personnel Rule XV:** The Association agrees, that prior to appealing any matter that 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 MOU 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.

**17-7 Written Reprimands Governed Solely by Police Department Policy Manual:** The Association and the City agree that, specific only to matters involving written reprimands, the discipline/grievance involving written reprimands and any appeal procedure to be used by the parties therefore shall be limited to the procedures set forth in the Lompoc Police Department Policy Manual, as may be updated and/or changed from time to time after meet and confer between the parties. To the extent the City's Personnel Rules or any other Code, Ordinance, Resolution, Rule, Policy or any other City document provides for a discipline and disciplinary appeal or grievance and grievance appeal procedure that could be interpreted as applying to written reprimands, the parties agree they shall be of no force or effect and the procedures set forth in the Lompoc Police Department Policy Manual shall solely govern the issue.

## **ARTICLE 18**

### **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 19**

### **SUPPORT OF AGREEMENT**

By entering into this MOU, the City and the Association 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 Association will support this MOU 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 Association.

## **ARTICLE 20**

**PRE-EMPTIVE LAWS**

It is understood and agreed that this MOU 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 MOU 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 MOU shall not be affected thereby.

**ARTICLE 21**

**RATIFICATION AND ACCEPTANCE**

Upon ratification by the bargaining unit represented by the LPOA, execution of this MOU by the respective negotiation teams and then adoption by the City Council, this Memorandum of Understanding shall remain in effect until midnight June 30, 2021. The representatives below have executed this MOU on or about June 29, 2020.

**CITY OF LOMPOC:**

**LOMPOC POLICE OFFICERS'  
ASSOCIATION:**

\_\_\_\_\_  
Jim Throop  
City Manager

\_\_\_\_\_  
Agustin Arias  
LPOA President

\_\_\_\_\_  
Dean Albro  
Management Serv. Director/  
Chief Negotiator

\_\_\_\_\_  
Vincent Magallon  
LPOA Vice-President

\_\_\_\_\_  
Gabe Garcia  
HR Manager

\_\_\_\_\_  
Sergio Arias  
LPOA Sergeant at Arms