

# **Lompoc City Council Agenda Item**



City Council Meeting Date: August 17, 2010

**TO:** Laurel Barcelona, City Administrator

**FROM:** Beth Flamm-Overby, Principal Human Resources Analyst  
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**SUBJECT:** MEMORANDUM OF UNDERSTANDING WITH EMPLOYEES  
REPRESENTED BY LOMPOC POLICE OFFICERS ASSOCIATION

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## **RECOMMENDATION:**

That City Council adopt Resolution No. 5667(10) ratifying the Memorandum of Understanding (“MOU”) for the period of July 1, 2010 through June 30, 2011, between the employees represented by California Lompoc Police Officers Association (“LPOA”) and the City of Lompoc (“City”).

## **DISCUSSION:**

During recent months, representatives for the City and representatives of Lompoc Police Officers Association have met on a number of occasions and exchanged proposals concerning wages, hours, benefits, and other terms and conditions of employment. The previous agreement expired December 19, 2008 and subsequent imposition concluded on June 20, 2010.

City representatives and the LPOA have reached tentative agreement through signature, subject to City Council approval. Major provisions of the new agreement include:

### Furlough Days (Article 4, Section 1 of MOU)

During the period of this MOU (July 1, 2010 through June 30, 2011) an employee shall be assigned unpaid furlough time off to equate to one hundred and four (104) work hours. All furlough hours must be taken by June 17, 2011. During the period of this MOU, management retains the following rights:

- To schedule all furlough hours based upon the operational need of the department. In the event that management designates furlough time off for an employee, it shall provide the employee with a minimum of one week’s (7 calendar days) notice.
- To effectively implement furloughs for sworn personnel without negatively

impacting patrol staffing, management reserves the right to temporarily reassign, on an as-needed basis, personnel presently assigned to non-patrol assignments (to include Detectives, Gang-Narcotic Enforcement Team, Community Services, Professional Standards, Motors, Bicycle Unit, and K-9). These temporary reassignments will be used to reduce or eliminate the need for overtime due to the minimum staffing levels as identified in Section 405.1.3 of the Manual of the Lompoc Police Department, and to facilitate the timely use of furloughs to meet the city's stated goals for salary reductions for all employees.

- To cease non-Post required training if overtime is significantly increased.
- To reopen this MOU to discuss implementation of wage offsets in lieu of use of furlough hours in the event of significant increases (defined as a 5% rise) in overtime as a result of furlough hours taken. This contract will be reopened to allow implementation of wage offsets in lieu of each individual employees remaining furlough hours.

An employee may not use/substitute paid leave (e.g., ATO, vacation, etc.) to compensate for the above unpaid time.

Regular budgeted part-time/job share employees covered under this MOU shall be assigned a pro-rated number of unpaid furlough hours off, which will be subject to the above scheduling requirement.

Employees newly hired and covered under this MOU shall be assigned a pro-rated number of unpaid furlough hours off.

Employees covered under this MOU, separating/terminating employment shall have their final pay reduced pro rata by the number of furlough hours untaken at the time of separation/termination.

#### Bilingual Pay (Article 4, Section 6 of MOU)

The City will increase Bilingual Pay from \$90.00 per month to \$100.00 per month.

#### ATO Yearly Pay-off (Article 7, Section 3 of MOU)

The City will now allow employees to 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.

Annual Sick Leave Incentive (Article 9, Section 2 of MOU)

The City will now allow 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 2010. The Sick Leave Incentive payment will be paid on the second pay period ending in December 2010.

Tuition Reimbursement (Article 14 of MOU)

Previously, the City reimbursed the LPOA members 50% of costs for Community College courses in accordance with Personnel Procedures Manual Chapter 43 "Tuition Reimbursement for College/University Courses."

The City will now 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).

Respectfully submitted,

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Beth Flamm-Overby, Principal HR Analyst

**APPROVED FOR SUBMITTAL TO THE CITY COUNCIL:**

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Laurel Barcelona, City Administrator

**ATTACHMENTS: (1)**  
[Resolution 5667 \(10\)](#)