

**RESOLUTION NO. 5462(08)**

**A Resolution Of The Council Of The City Of Lompoc,  
County of Santa Barbara, State of California,  
Authorizing Salary Adjustments For  
Specified Lompoc Police Officers Association (LPOA) Classifications**

WHEREAS, a Memorandum of Understanding ("MOU") with California Lompoc Police Officers Association ("LPOA") and the City of Lompoc, for the period of December 22, 2007 through December 19, 2008, has been finalized; and

WHEREAS, a tentative agreement, dated March 12, 2008, has been executed between representatives of Lompoc Police Officers Association and representatives for the City of Lompoc regarding a cost of living increase and a one-time wage payment for all Lompoc Police Officer Association classifications.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMPOC RESOLVES THAT:

SECTION 1. The MOU with Lompoc Police Officers Association, for the period of December 22, 2007 through December 19, 2008, is hereby ratified contingent upon the Lompoc Police Officers Association ratification.

SECTION 2. The salary ranges for all sworn and non-sworn LPOA classifications shall receive a two percent (2%) cost-of-living wage increase, retroactive to December 22, 2007.

SECTION 3. All sworn and non-sworn LPOA classifications on active payroll at the time of ratification shall receive a one-time wage payment equal to the sum of 2% (two percent) of their City of Lompoc 2007 W-2, Box No. 5 (medicare wages and tips) earnings.

The foregoing Resolution was proposed by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and was passed and adopted by the Council of the City of Lompoc at its duly noticed regular meeting on \_\_\_\_\_, 2008 by the following electronic vote:

AYES: Councilmember:

NOES: Councilmember:

ABSENT: Councilmember:

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Dick DeWees, Mayor  
City of Lompoc

ATTEST:

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Donna N. Terrones  
City Clerk, City of Lompoc

Attachments:

Exhibit "A" – Tentative Agreement, City of Lompoc & LPOA, 2007  
Negotiations

TENTATIVE AGREEMENT  
CITY OF LOMPOC  
&  
LPOA  
2007 NEGOTIATIONS

This MEMORANDUM OF UNDERSTANDING dated March 12, 2008, between the City of Lompoc (The "City") & Lompoc Police Officers Association (The "LPOA" "Association") represents tentative agreement on items to be included in the successor MOU that expired on December 22, 2006.

Both parties, having reached tentative agreement on issues contained herein regarding changes in terms and conditions of employment will recommend ratification of this UNDERSTANDING to their respective organizations.

Now, therefore, the parties agree:

1. The new MOU shall cover the period of December 22, 2007, through December 19, 2008.

2. All relevant provisions of the current MOU not specifically altered by this UNDERSTANDING shall be carried forward in the new Agreement.

3. Proposals by either party not specifically included in this UNDERSTANDING are withdrawn.

4. This UNDERSTANDING shall be subject to ratification by each parties respective organization.

5. It is understood where actual contract language is not attached, precise contract language shall be developed by the parties.

6. A duplicate of this UNDERSTANDING has been furnished to and received by the representatives herein.

7. The attached THREE (3) pages to this UNDERSTANDING outline additional mutually agreed upon issues.

8. Each party agrees to recommend to their respective group ratification of the terms of this tentative Agreement.


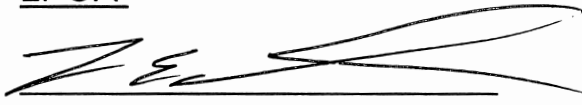
In conclusion, the parties have affixed their respective signatures on this 12<sup>TH</sup> day of March, 2008.

For the

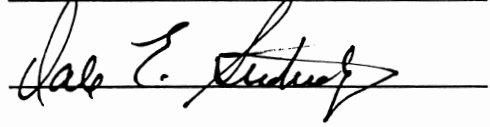
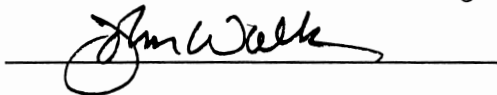
For the

LPOA

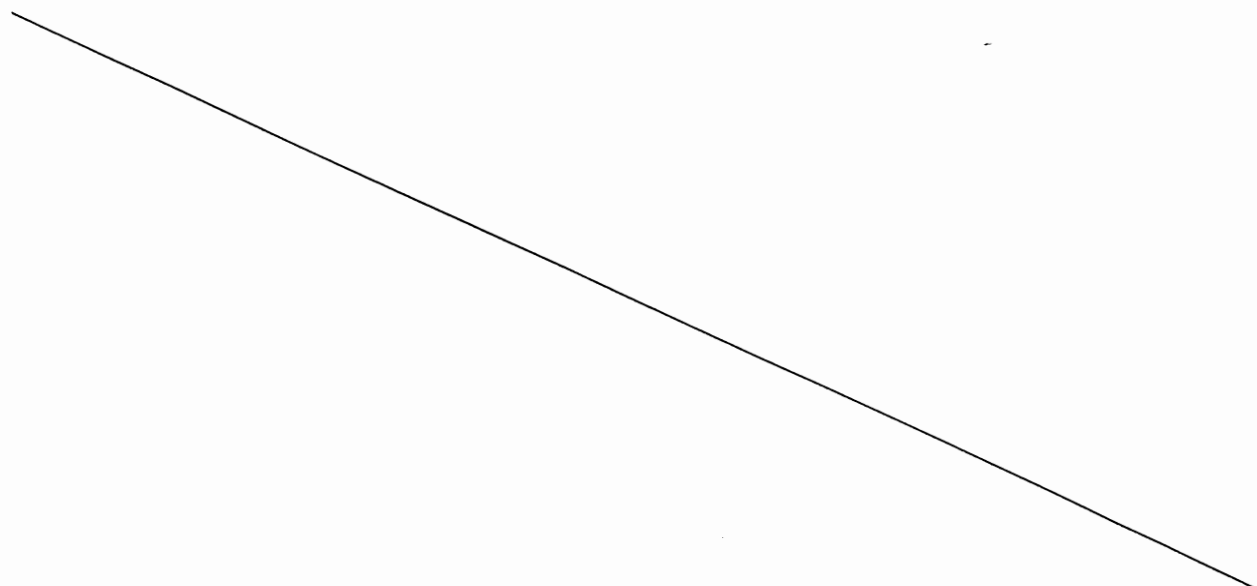
CITY OF LOMPOC



Beth Flamm-Overly



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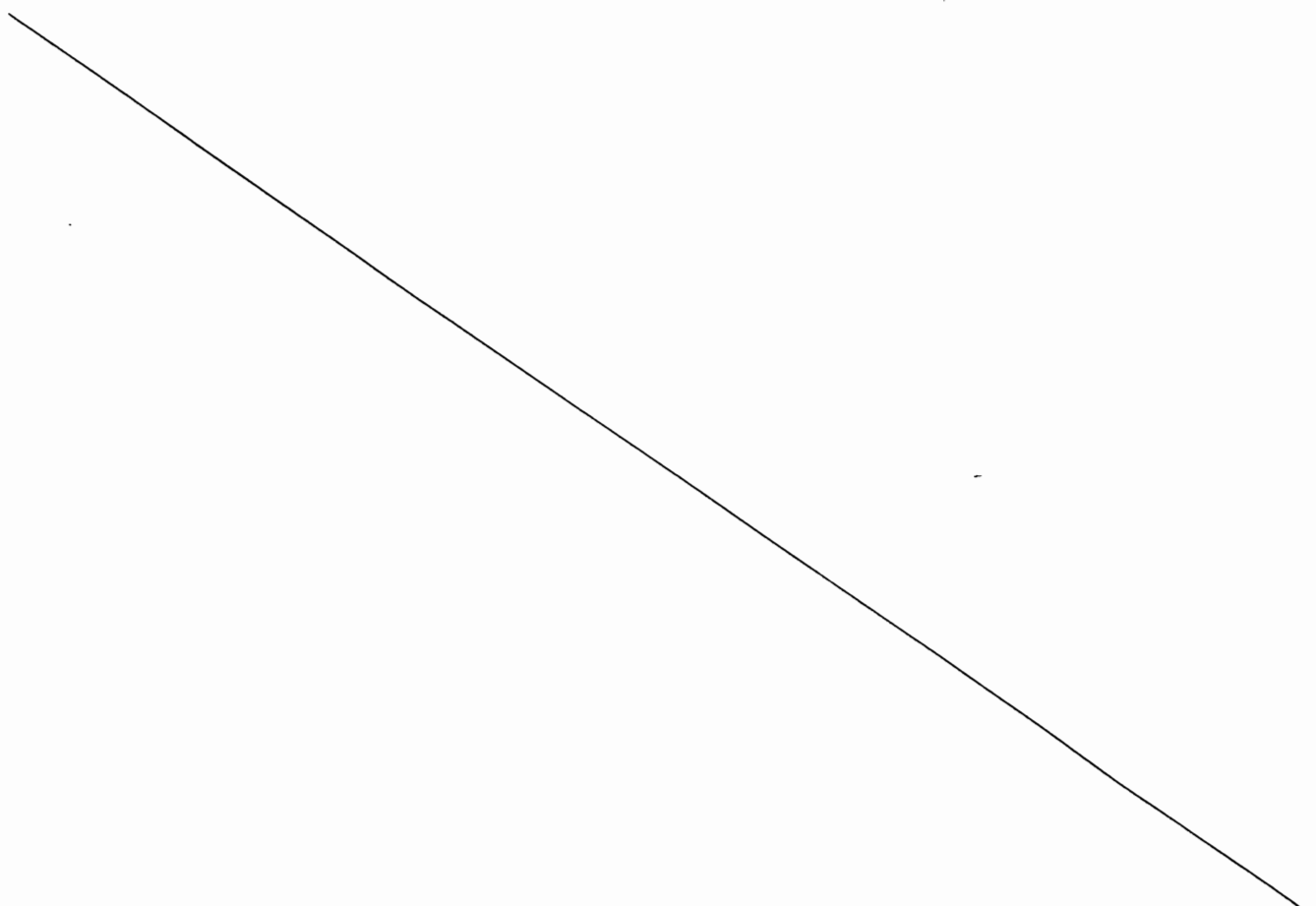


**ARTICLE 4**

**SALARIES AND COMPENSATION**

**One Time Wage Payment:** As soon as practical after the ratification of this agreement (2007-2008) by both parties the City agrees to provide employees in the LPOA bargaining unit - on the active payroll at the time of such ratification - a one-time wage payment equal to the sum of 2% (two percent).

The above 2% (two percent) payment shall be based on Box No. 5 (Medicare wages and tips) of an employees City of Lompoc 2007 W-2 (Federal Wage & Tax Statement).



CITY OF LOMPOC/LPOA NEGOTIATIONS  
TO LPOA MARCH 12, 2008

ITEM NO. 1

ARTICLE 4  
SALARIES AND COMPENSATION

Sworn/Non-sworn

Effective December 22, 2007 – Two Percent (2%)

ITEM NO. 2

ARTICLE 4  
SALARIES AND COMPENSATION

Bilingual Pay: Effective the first pay period after the ratification of this agreement (2007-2008) by both parties, increase from \$80 (eighty dollars) to \$90 (ninety dollars) per month.

ITEM NO. 3

ARTICLE 4  
SALARIES AND COMPENSATION

Dispatcher/Jailer Shift Differential: Effective the first pay period after the ratification of this agreement (2007-2008) by both parties, increase 2<sup>nd</sup> shift differential from \$0.25 (twenty-five cents) to \$0.50 (fifty cents), increase 3<sup>rd</sup> shift differential from \$0.50 (fifty cents) to \$0.75 (seventy-five).

ITEM NO. 4

ARTICLE 5  
PERS RETIREMENT CONTRIBUTIONS

Change language to note PERS '59 Survivor's Benefit at ~~third~~ fourth level.

ITEM NO. 5

ARTICLE 6  
HEALTH AND WELFARE BENEFITS

City's language proposal referencing California Public Employees Retirement Law which results in *no substantive change to employee health coverage, or employee contribution.*

ITEM NO. 6

ARTICLE 7  
HOURS AND OVERTIME

Effective the first pay period after the ratification of this agreement (2007-2008) by both parties, increase meal allowance from \$5.00 (five dollars) to \$9.00 (nine dollars), and \$1.35 (one dollar & thirty-five cent) tip.

ITEM NO. 7

ARTICLE 9  
SICK LEAVE AND VACATION

Agreed to LPOA's proposals regarding:

- a. Regular full time employee to be eligible to use up to 50% (fifty percent) of their annual accumulated sick leave to care for a child who is ill (Language as presented by City on 9/13/07).
- b. Inclusion of "domestic partner" in Section 9-2 of the article.
- c. Inclusion of sick leave eligibility chart
- d. Inclusion of vacation accrual chart

ITEM NO. 8

ARTICLE 10  
BEREAVEMENT LEAVE

Agreed to LPOA's language proposal – "vacation leave or ATO may be authorized by the Police Chief when additional leave is requested" - with caveat: "at the discretion of Police Chief . . ."