

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE LOMPOC CITY FIREFIGHTERS
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL 1906

AND

THE CITY OF LOMPOC



Effective ~~December 28, 2002 through December 24, 2004~~ **December 25, 2004 through December 22, 2006**

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOMPOC
AND THE LOMPOC CITY FIREFIGHTERS
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1906**

PREAMBLE

This Memorandum of Understanding (AMOU@) is entered into with reference to the following facts:

- A.** The City of Lompoc and representatives of the Lompoc City Firefighters International Association of Firefighters (IAFF), Local 1906, met on a number of occasions and conferred in good faith exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employees represented by the IAFF, Local 1906; and
- B.** City representatives and the IAFF representatives reached an understanding as to certain recommendations to be made to the City Council of the City of Lompoc and agreed that the parties hereto will jointly urge City Council to adopt by minute action an MOU between the City of Lompoc and the IAFF, Local 1906; and
- C.** On September 2, 2003, the Council of the City of Lompoc duly approved this MOU for the period of 12:01 a.m. December 28, 2002 through midnight December 24, 2004; and
- D.** Representatives of the City of Lompoc and the IAFF subsequently met and conferred on specific changes in salaries and benefits in the current MOU, entered into on December 27, 2002, and reached agreement on changes for said issues to culminate in an amendment of the current MOU and its extension through December 24, 2004.

ARTICLE 1: COMPLETE UNDERSTANDING OF THE PARTIES

This Memorandum of Understanding is made and entered into this 28th [redacted] day of ~~December, 2002~~ [redacted], by and between the CITY OF LOMPOC, hereinafter referred to as "City," and the LOMPOC CITY FIREFIGHTERS INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1906, hereinafter referred to as the "IAFF."

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existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.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, if not specifically addressed in this MOU or the Personnel Rules.

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 of its terms and provisions.

ARTICLE 2: CITY COUNCIL APPROVAL

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

ARTICLE 3: RECOGNITION

The City confirms its recognition of the IAFF as the sole majority representative, pursuant to the recognition provisions for all employees serving in the classifications of Firefighter, Fire Engineer, and Fire Captain, excluding temporary, provisional, or volunteer employees.

ARTICLE 4: SALARIES AND COMPENSATION

4-1 Salary ranges.

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

Classifications recognized by this MOU shall receive the following salary adjustments, subject to Section 4-2 of this Article:

Effective Pay Period Beginning	Salary Increase
Effective December 25, 2004	7.00%
Effective December 24, 2005	5.00%
TOTAL	12.00%

Effective Pay Period Beginning	City Pick-Up of Member PERS Contribution	Salary Increase	Total Increase
December 28, 2002	1.000%	N/A	1.000%

~~December 27, 2003~~ ~~1.000%~~ ~~N/A~~ ~~1.000%~~

~~Total~~ ~~2.000%~~

- ~~**B.** Effective the pay period paid January 16, 2004, the City shall provide each eligible employee covered by this agreement a one-time wage payment of four percent (4%) based on the employee's annual base salary in step and classification as of January 9, 2004, subject to the following:~~
- ~~1. Such employee must be on the active payroll on the date of distribution.~~
 - ~~2. Employees who worked less than 12 months during calendar year 2003, e.g., regular status part-time (job share), unpaid leave of absence, new hire, etc. will receive a pro-rated payment.~~
- ~~**C.** It is expressly understood the above one-time four percent (4%) wage payment is not a "salary increase."~~
- ~~**D.** With respect solely to the above January 2003 & January 2004, one percent (1%) pick-up by the City of the employee's PERS contribution, the City agrees should it give such an across the board salary increase greater than the equivalent of one percent (1%) of an employee's base salary to any other exclusively represented bargaining unit, Local 1906 will receive an equivalent PERS pick-up increase.~~
- ~~**E.** Additionally, for the purposes of determining the value of a one percent (1%) wage increase in other exclusively represented bargaining units, an annual increase in "PERS" pick-up shall not exceed the cost of a one percent (1%) base salary increase including the roll up benefits that would normally accrue to such a salary increase.~~
- F.** Effective January 2004, an additional step of five-percent (5%) ("F" step) for Firefighter, Fire Engineer, and Fire Captain, shall be established. Employees will be eligible after 12 months at "E step" with a "satisfactory" performance evaluation rating. An employee must maintain a "satisfactory" performance evaluation rating to qualify. If such rating falls below "satisfactory" re-evaluation in 90 days is required.
- ~~**G.** The addition of the above "F" step (F), and the one-time wage payment of 4% (B), shall not be subject to Section 4-2 of this MOU.~~

~~4-2~~ The IAFF and the City specifically understand and agree that any action or failure or omission to act, whether intentional or unintentional, or from any cause whatsoever, that results in the loss of two hundred & fifty thousand dollars (\$250,000) or more from the State of California to the City's General Fund in either calendar year of this Agreement shall relieve the City of its obligations to implement any wage increase provided for herein, and scheduled for implementation/payment on or after the date the City learns of any such loss. The City shall notify the Association in writing of the occurrence of any such event of loss, after which the Association and the City shall meet and confer in good faith concerning the sole issue of a wage increase, if any, during the remaining term of this MOU. The Association and the City specifically agree that only this Section of the Agreement (Article 4-2) regarding the scheduled but unimplemented wage increase may be subject to the meet and confer process, as provided for in this section (4-2). All other provisions of this MOU shall remain in full force and effect for the remainder of its term.

4-3 Electronic Payroll Transfer. Salaries will be paid by an electronic payroll transfer system.

4-4 Salary and Benefit Surveys. When salary and benefit surveys are conducted the following agencies will be used:

- a) Santa Barbara City
- b) Santa Barbara County
- c) Santa Maria City
- d) San Luis Obispo City

This list will stay in effect unless additions/deletions are mutually agreed upon. The intent of these surveys is to try to keep Lompoc City firefighters' salaries competitive with salaries and benefits paid by those agencies listed above. However, the intent of this language does not require the City of Lompoc to match any salaries, benefits, or compensation data derived from the survey results.

ARTICLE 5: PERS RETIREMENT CONTRIBUTION

5-1 Employees under this Agreement shall continue to receive the "3% at age 50 PERS plan" benefit. Unless modified herein, employees shall pay ~~8.865%~~ **6.865%** of their employee contribution of nine percent (9%), with the City paying the balance of ~~.135%~~ **2.135%**. Employees will have the option to have a salary adjustment in the form of deferred income payment for their member contribution. ~~Contribution to the nine percent (9%) cost of the "3% at age 50 PERS plan" benefit shall, subject to Article 4, Section 4-2, be as follows:~~

<u>Effective Pay</u> <u>Period Beginning</u>	<u>City Contribution</u>	<u>Employee Contribution</u>
December 28, 2002	1.135%	7.865%
December 27, 2003	2.135%	6.865%

The City implemented the PERS 1959 Survivor's benefit at the fourth level effective January 1997. The members will be responsible for paying the difference between the employer cost for level one basic survivor benefit and the level four employers cost increase. However, in consideration of an identified surplus in the local fire member's survivor's benefit account as of June 14, 1996, the agreed upon members' payment will be waived for a period of six years from the implementation date of the fourth level benefit.

~~At the seventh year (January 2004), t~~ The members' payment of the employer cost increase between level one and level four benefits will be waived through ~~the twelfth year (January 2009),~~ as long as a surplus exists in the fire members' survivor's account sufficient to pay the increased employer cost. As soon as the fire members' survivor's account is not sufficient to pay the increased employer cost, the fire members will then begin to pay the increased employer cost.

- 5-2 Military Service Credit:** Members may elect to purchase up to four (4) years of PERS service credit for continuous active military service prior to employment with the City of Lompoc.
- 5-3 Continuance of Post-Retirement Survivor's Allowance After Remarriage:** City shall add Continuance of Post-Retirement Survivor's Allowance After Remarriage to the members' retirement benefits.

ARTICLE 6: HEALTH AND WELFARE BENEFITS

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

(Effective January 1, 2005)	CITY COSTS HEALTH			CITY COSTS DENTAL
	Flex Credit Contribution	Direct Contribution to PERS	Total City Contribution	Total City Payment June 1, 2004
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's primary health and dental plan providers will be Blue Shield (HMO), under the PERS Health Program, and Delta Dental.

- 6-2 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.
- 6-3 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 of the plan years. 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 years. Any premium increases above 5% will be shared equally 50/50 by the Employee and the City.
- 6-4 Current Coverage Level.** The City shall continue for the term of this memorandum to provide medical and dental plans at the current level of plan benefits for employees.
- 6-5 Leave of Absence Without Pay - Work-Related Injury.** 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, including employee's share.
 - 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 (7) 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 premium contributions at the active employee rate for current level of coverage when the employee meets eligibility criteria for the Federal Family and Leave Act.

6-6 Leave of Absence Without Pay - Non-Work Related Injury. 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 from the date the 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.

6-7 COBRA Coverage. 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).

6-8 Retiree Health Insurance. 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 on the following formula:

Percentage	Years of Service
50%	15
52.5%	16
55%	17
57.5%	18
60%	19
62.5%	20
65%	21
67.5%	22
70%	23
72.5%	24
75%	25

Health:

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

Criteria:

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. Employee must have a minimum of ten consecutive years of full-time permanent service with the City of Lompoc and are at least 55 years of age (50 years of age for those eligible for public safety retirement).
- 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. Coverage for retired employees and dependents will cease when the employee reaches age 65 or becomes eligible for Medicare, which ever occurs first. Coverage for dependents will also cease when the retiree becomes ineligible for continued coverage or the dependent reaches age 65 or becomes eligible for Medicare. If a change in federal regulations increases the eligibility age for Medicare, the City will meet and confer with the Union.
- F. In the event of the death of a retired City employee who is covered under this program or other qualifying event, any dependent will be allowed to continue existing coverage for 18 or 36 months payable at 102% of the full premium in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) regulations.
- 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.

6-9 Life Insurance. The City will provide for regular, full-time employees, at its cost, life insurance benefits equivalent to one times (1x) annual salary. The City reserves its right to select the insurance carrier.

- 6-10 Long-Term Disability Insurance.** The City agrees to provide at its cost the present long-term disability plan for regular status part-time (non-temporary) and regular status full-time employees with a maximum monthly benefit of \$3,000/month based on a maximum insured salary of \$4,500 per month. The City reserves its right to determine the provider of long-term disability insurance.
- 6-11 Flexible Spending Account.** The City provides a Flexible Spending Account program (tax deferred employee contribution) that can be applied to specific expenses, e.g. child care, medical expenses not covered by insurance plans and orthodontic work).
- 6-12 Conversion to the PERS Health Program.** The City participates in the PERS Health Benefit Program, with the “unequal contribution option” at the PERS minimum contribution rate, currently ~~\$16~~ **\$48.40** per month for active employees and ~~four dollars and twenty cents (\$4.20)~~ **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 contribution for the active employees until such time as the contribution for employees and retirees are equal at ~~\$16~~ **\$48.40** per month.

The City will contribute a benefit amount as identified in Section 1 of this Article. Of this amount, ~~\$16~~ **\$48.40** will be a direct City health contribution and a flexible credit allocation will be provided. The flexible credit amount will be used within a flexible benefit (“cafeteria”) plan. 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 those employees who also elect to have a medical reimbursement account or a dependent care reimbursement account. Increases in such fees shall be the employee’s responsibility.

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 ~~\$16~~ **\$48.40** direct health contribution and a prorated flexible credit (50% of full-time benefit allocation less ~~\$16~~ **\$48.40** = 20 hour/week employee flexible credit) for the composite health and vision hardware insurance.

Retirees who meet current MOU eligibility standards for City health contribution (retired after December 15, 1990, and at least 50 years of age for those eligible for public safety retirement) 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 in the MOU). In converting to the PERS Health Program, the benefit contribution will be based on the primary health plan. The City will provide a ~~four dollars and twenty cents (\$4.20)~~ **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 of ~~\$16~~ **\$48.40**. 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.

ARTICLE 7: OVERTIME

7-1 Overtime Work. FLSA Work Period: Firefighters are paid in accordance with the provisions of the Fair Labor Standards Act. The IAFF and the City have signed an agreement dated April 4, 1986, providing for a 24-day FLSA work period.

7-2 Overtime Compensation. Overtime shall be paid at 1-1/2 the hourly rate of pay. Department policy allows employees to have the option of electing to receive either pay or compensatory time off for any overtime worked between 0 and 56 hours accumulated compensatory time. Overtime work in excess of 56 hours accumulated compensatory time shall be paid or taken as compensatory time at the City's option.

Accrual of compensatory time in excess of 56 hours to a maximum of 144 hours can occur when approved by the Fire Chief.

7-3 Emergency Call-Back. The minimum emergency call-back hours provided below shall be paid at the straight time rate.

When regular status full-time shift personnel have left the premises after completion of his/her regular shift and are unexpectedly called back to work and respond to an emergency, he/she shall be provided with and assigned to 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.

If actual hours worked are 1.33 hours (1 hour 20 minutes) or greater, then the employee will be paid at one and one-half (1-1/2) times the hourly rate for actual hours worked.

7-4 Non-Emergency Call-Back. The minimum non-emergency call-back hours provided below shall be paid at the straight time rate.

When regular status full-time shift personnel are scheduled to work and report for work on a day other than his/her regularly scheduled workday, 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.

If actual hours worked are 1.33 hours (1 hour and 20 minutes) or greater, then the employee will be paid at one and one-half (1-1/2) times the hourly rate for actual hours worked.

ARTICLE 8: HOLIDAYS

8-1 Amount. Regular status full-time employees will continue to receive the current holiday benefit of 11.2 hours of compensatory time off per holiday. The number of holidays per year are 12 days. In addition, any public holiday proclaimed by the President or Governor and Mayor of the City of Lompoc.

8-2 Accumulation Buy-Out. The City will buy-out, at the employee's option, all holiday accumulation over 72 hours for classifications represented by this agreement. The employee's account in these classifications shall not exceed the maximum holiday accumulation of 216 hours. On the first period in May the employee shall have the option to sell back to the City any holiday accumulation between 72 and 216 hours. The Fire Department will notify employees after the last payroll period in April of the status of their accrual. If at any time an employee's holiday accumulation exceeds 216 hours those holiday hours exceeding the minimum limit will be paid to the employee on the next payday.

Holiday hours shall be paid at the hourly rate of the employee's permanent classification. In the case where the employee is placed in an appointed acting position by the Chief, his duly appointed representative, or the City Administrator, holiday hours shall be paid at the hourly rate of the employee's appointed acting position if the employee continues such position during the accumulation buy-out option period.

ARTICLE 9: SICK LEAVE

- 9-1 Accrual.** Regular status full-time employees shall continue to receive 144 hours per year sick leave with unlimited accumulation.
- 9-2 Provisions.** Accumulated sick leave credits under this article are intended as an insurance benefit provided by the City to protect employees during bonafide physical disability causing the employee to be unable to perform his/her job duties. Medical and dental treatments that cannot be scheduled for the employee's day off may be authorized during working hours.
- 9-3 Family Sick Leave.** Employees will be eligible to use up to 72 hours per calendar year of their accumulated sick leave when dependent children, spouse, and the parents of the employee are ill and the nature of their condition requires that the employee provide care. [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. Effective January 1, 2000]
- 9-4 Certification.** The City may require the employee to file a physician's certificate when absent due to illness or family sick leave usage for more than one shift. An employee's declaration under penalty of perjury may be substituted for the physician's certificate only if the employee has on file, in the personnel department, a signed certificate stating that seeking a physician's service is contrary to his/her religious beliefs, sincerely held and consistent in practice.
- 9-5 Misuse.** Sick leave shall not be granted and may be denied where there is evidence of false application for such leave or other misuse and abuse of the privileges of sick leave.
- 9-6 Incentive.** After 10 years of service in a full-time, permanent position, terminating employees will be eligible for a lump sum payment of 50% of the accumulated sick leave balances between 30 and 120 days. Sick leave days will be paid at the rate of 11.2 hours per day at the employee's regular job classification rate of pay.
- 9-7 Catastrophic Leave.** The City's Catastrophic Leave Donation Policy will be incorporated into this MOU with the revisions included below:
- A.** Catastrophic Leave Defined: A serious catastrophic illness or injury is defined as an adverse medication condition in which a physician has verified that an employee will be absent from work for more than 30 consecutive days.

- B.** Leave Credits: Leave credits (vacation, compensatory time, or holiday time) may be transferred from one employee (“donor”) to another employee (“recipient”) with a serious or catastrophic illness who has exhausted all leave balances. The total leave credits received by the employee shall not exceed 728 hours of recipient’s equivalent sick leave hours.

ARTICLE 10: BEREAVEMENT LEAVE

Each employee is entitled to bereavement leave following the death of his/her spouse or the following relatives whether by kindred or affinity; child, father, mother, brother, sister, grandmother or grandfather or grandchildren. The period of such leave shall be recommended by the Fire Chief and authorized by the Personnel Director. Employees will be entitled to 2-24 hour shifts of bereavement leave. At the discretion of the Fire Chief, one additional 24 hour shift of bereavement leave may be authorized when circumstances warrant. In determining the period of such leave the relationship of the deceased to the employee and the amount of necessary travel to be involved shall be considered. Vacation leave or ATO may be authorized by the Fire Chief when additional leave is requested.

ARTICLE 11: VACATION

11-1 Accrual.

Full-time regular status employees who have served more than six months in City service shall be eligible for vacation leave with pay. Vacation credits will be granted to such employees who have worked less than six months upon receiving a permanent (regular status) appointment. Vacation leave benefits will accrue to full-time, regular status employees on the following schedule:

Years of Service	Hours/Year
1-5	112.0
6	123.2
7	134.4
8	145.6
9	156.6
10	168.0
11	179.2
12	190.4
13	201.6
14	212.8
15 & over	224.0

11-2 Vacation Sell Back.

During the first pay period of November of each year the employee will have the option to sell back to the City a maximum of sixty (60) hours of vacation accumulation. As of that date the employee must have 60 hours of vacation accumulated to exercise this option.

Vacation hours shall be paid at the hourly rate of the employee's permanent classification. In the case where the employee is placed in an appointed acting position by the Chief, his duly appointed representative, or the City Administrator, vacation hours shall be paid at the hourly rate of the employee's appointed acting position if the employee continues in such position during the accumulation buy-out option period.

11-3 Excess Vacation. Accumulation of vacation time is computed annually effective the first pay period ending after January 1 of each year. On that date any employee who has accumulated vacation time in excess of the amount allocated for two years of continuous service will stop accruing vacation leave until their balance is below the maximum. If there are special circumstances preventing employees from scheduling all excess vacation before such date, they may request carryover approval from the City Administrator. Employees should specify in a memo sent to the Department Head the circumstances preventing vacation use and the time frame in which vacation will be reduced below the maximum. The Department head will then forward the request to the City Administrator and a copy to the Personnel Director with his/her recommendations. The City Administrator will notify the employee and the Personnel Department of his/her decision on the request.

11-4 Vacation Payment Upon Separation. A regular status employee who separates from City service will be paid for vacation accrual based on the hourly rate of employee's normal job classification. The hourly rate will include base pay and educational incentive (if any).

11-5 Vacation Recall. To the extent possible employees on vacation leave will not be subject to mandatory recall while on their vacation period. However, where there is an emergency recall, vacation time can be canceled whenever the Fire Chief deems necessary.

ARTICLE 12: ACTING ASSIGNMENT PAY

An employee temporarily appointed to serve in a higher classification must meet the following criteria to receive acting assignment pay: 1) Serve five cumulative 24 hour shifts in a calendar year, and 2) Pass an acting certification test given by the department and meet all minimum qualifications for the higher level classification. (Exceptions may be

made on an emergency basis.) Employees meeting the above criteria shall, during that calendar year, receive compensation established for the higher classification for the entire period of service in said classification. Employees assigned temporarily to work out-of-class in positions with the higher maximum salary than his/her own shall be compensated at the initial rate (Step A) of the salary range. In the event of overlapping salary ranges the incumbent shall receive the equivalent of a one (1) step increase.

If at the beginning of a new calendar year, an employee has met the above criteria for acting assignment pay for the previous calendar year and is currently serving in that capacity, he/she shall continue to be eligible until the termination of that assignment.

ARTICLE 13: EDUCATIONAL INCENTIVE PAY

The City provides an Educational Incentive Plan for bargaining unit employees as follows:

13-1 2.5% Educational Incentive Pay: Possession of any of the following will qualify the individual for 2.5% Educational Incentive Pay:

B.A. + 2 years experience as a Fire Fighter

A.A. or A.S. + 4 years experience as a Fire Fighter

45 educational units from an accredited college or university + 4 years experience as a Fire Fighter + Certification as a Fire Fighter 2. (Completion of 4 of the 8 Fire Officer Certification courses may be substituted for the Fire Fighter 2 requirement.)

30 educational units from an accredited college or university + 6 years experience as a Fire Fighter + Certification as a Fire Fighter 2. (Completion of 4 of the 8 Fire Officer Certification courses may be substituted for the Fire Fighter 2 requirement.)

13-2 5% Educational Incentive Pay: Possession of any of the following will qualify the individual for 5% Educational Incentive Pay:

Masters Degree + 4 years experience as a Fire Fighter

B.A. + 6 years experience as a Fire Fighter

A.A. or A.S. + 9 years experience as a Fire Fighter

45 educational units from an accredited college or university + 9 years experience as a Fire Fighter + attainment of a Fire Officer Certificate.

30 educational units from an accredited college or university + 12 years experience as a Fire Fighter + attainment of a Fire Officer Certificate.

Employees hired full time permanent prior to June 1, 1990 (with no break in service), will be allowed to substitute completion of all Fire Officer Certificate courses with a grade "C" or better in lieu of attainment of the final Certification.

ARTICLE 14: UNIFORM ALLOWANCE

~~Employees will receive a uniform allowance of \$575.00 per year. This uniform allowance will be for the purpose of cleaning and replacement of uniforms. Uniform allowance shall be paid consistent with the present practice of four (4) equal quarterly payments.~~

All classifications represented by Local 1906 presently receiving a uniform will receive an annual allowance of five hundred and seventy-five dollars per year (\$575) for the cleaning and replacement of uniforms. The uniform allowance shall be paid consistent with the present practice of four (4) equal quarterly payments.

Newly hired firefighters will receive their initial full allowance with the first completed pay period subsequent to their hire date. If such employee leaves City employment, 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.

ARTICLE 15: PHYSICAL CONDITIONING

Physical conditioning for the purposes of maintaining physical fitness to carry out firefighting duties and reduce the risk of injuries shall be provided in the amount of 1.5 hours per work shift. The IAFF will assist the City in reducing any potential injuries from physical conditioning. It is understood and agreed that the physical conditioning program is mutually beneficial to the Fire Department and its employees. The Fire Department will, whenever possible, allow employees to participate in their physical conditioning activity between 8:00 a.m. and 10:00 a.m. for one and one-half (1-1/2) hours per shift. The Fire Department will make every effort not to schedule conflicting assignments during this period of time.

ARTICLE 16: USE OF CITY RECREATIONAL FACILITIES

The City will allow the members of the bargaining unit the use of City Recreation Facilities during regular business hours at no charge to the employees. This will include the City's weight room, sauna, and the City 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 17: SENIORITY AND LAYOFF PROCEDURES

17-1 Purpose. To provide means by which employees are to be demoted or laid off in the event a reduction in work force occurs.

17-2 Layoff Procedure. In cases of abolition of positions which result in layoff of personnel or reduction in force, the following policy shall apply to members of the bargaining unit.

A. The individual with the least time in the rank affected in the City Fire Department shall be first laid off or reduced where there is a vacant position. Where equal time in rank is the case, total time with the Fire Department shall be used to determine seniority.

B. The individual affected shall have the right to “bump” downward to the next lower rank formerly held by the affected employee, and provided further that the employee affected by the bumping has less departmental seniority.

17-3 Determining Length of Seniority. Seniority is established by using the following criteria in the order listed:

A. Seniority is defined as a length of continuous service with the City in the Fire Department. No employee shall acquire any seniority until he/she has satisfactorily completed his/her probationary period. When the employee has satisfactorily completed his/her probationary period, seniority shall date back to the date of permanent hire with the Fire Department.

B. The following criteria and methodology will be used to break “ties” in length of service:

1) For purposes of making assignments and work schedules: past selection process scores will be compiled for candidates with ties in length of service, and those candidates with the highest combined score will be determined to have the greater seniority.

2) For layoff purposes: If there is a tie in length of service, an Officers’ Review Board either consisting of Fire Captains and a union representative (for Firefighter and Fire Engineer review) or Battalion Chiefs, other Captains and a union representative (for Fire Captain review) would be convened. After reaching consensus, the Board would make a recommendation to the Fire Chief as to which employees would have greater seniority. To determine who has greater seniority, the Review Board would consider among other things, the following: previous performance evaluations, personal professional development before and during city employment, part-

time reserve training and experience with the City, current job related skills, and other job related criteria. (The Board would only be convened if there is a tie in length of service that needed to be resolved in a lay-off situation.)

- C. Upon certification by the Fire Chief and approval by the Personnel Director that an employee with lesser seniority has critical skills and abilities required by the City under the circumstances, then the City may retain and/or reclassify such employees even though it means laying off or failing to recall employees with greater seniority.

“Critical skills” shall mean those skills which cannot be acquired by a typical employee within a thirty (30) day period.

- D. An authorized leave of absence shall not be considered a break in service for determining length of seniority, except that time not on the job shall be deducted; however, military leave of absence from the City shall not be deducted from total seniority.
- E. When an employee is laid off and is reemployed within two (2) years of said employee’s termination date, the employee shall retain credit for prior service. When the period of absence exceeds two (2) years, no credit for prior service will be given for the purpose of establishing seniority.

All efforts will be made by the City to give 30 days notice prior to the effective date of layoff.

17-4 Re-Employment and Reinstatement.

- A. The names of probationary and permanent employees who have been laid off shall be placed on a re-employment list for the classification/rank from which they were laid off and any lower classification/ranks held in order of seniority as determined by Section 3 of this article. Their names shall remain on the re-employment list for a period of twenty-four (24) months unless such persons are re-employed sooner.
- B. Employees who have experienced a demotion as a result of a reduction in force shall also have their names placed on a re-employment list for the classification/rank from which they were demoted. Their names shall remain on the re-employment list for a period of twenty-four (24) months unless such persons are re-employed sooner.
- C. Recall of employees who have been laid off will be done by certified mail. The notices will be sent to the last known address of the affected employees. The employee has the sole responsibility to keep the City informed of any

changes in address. After receipt of the notice, the employee must contact the City within fifteen (15) working days, unless an extension of time to report to work has been granted by the City of Lompoc.

ARTICLE 18: CITY RIGHTS

The IAFF recognizes 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, to relieve its employees from duty because of lack of work or 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 19: GRIEVANCE PROCEDURE

19-1 Definition. A Grievance is a formal written allegation by a grievant or the City that he/she/it has been directly affected by a misinterpretation, misapplication, or violation of the specific provisions of this Memorandum of Understanding. Disciplinary actions which result in loss of pay and/or termination are also included under this Article. Actions to challenge or change the policies of the City as set forth in City Ordinances, Resolutions, Rules and Regulations, or Administrative Regulations and Procedures must be undertaken under separate legal processes. OSHA claims, or discrimination cases subject to the jurisdiction of agencies such as FEPC and EEOC shall not be a part of this procedure. The City's right to grieve shall in no way limit its right to enforce this Agreement through the traditional methods of communication, direction, discipline and/or discharge, reprimands, demotions, or any other matter affecting employment.

19-2 Grievance Procedure in Place of Grievance/Appeals Procedures - Personnel Rule XV. Individuals represented by this bargaining unit shall utilize the grievance procedure in this Memorandum of Understanding in place of the grievance

procedure in Personnel Rule XIV or the personnel appeals procedure in Personnel Rule XV.

19-3 Grievance Steps.

A. Informal Step

Before filing a formal written grievance, the grievant shall attempt to resolve the grievance through an informal conference with the grievant's immediate supervisor. Such conference, as well as actual formal filing of a written grievance in the event the conference does not resolve the problem, must take place within the applicable time limits as outlined in Step 1 below.

B. Step 1

No later than fifteen (15) working days following the act or omission giving rise to the grievance, or, no later than fifteen (15) working days following the date upon which the employee reasonably should have known of the act or omission, the grievant must present such grievance in writing on an appropriate form to the immediate supervisor.

The written grievance shall contain a clear, concise statement of the grievance, the specific provision(s) of the Agreement allegedly involved, and the specific remedy sought.

The immediate supervisor shall communicate a written decision to the employee within fifteen (15) working days after receiving the grievance. If the immediate supervisor or designee does not respond within the above time limits, unless the time limit has been mutually agreed to be extended, the grievant may proceed to Step 2.

C. Step 2

In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision on the appropriate form to the appointed Battalion Chief or designee within fifteen (15) working days. Failure to meet this time limit by the grievant shall constitute an automatic waiver and withdrawal of the grievance.

The Battalion Chief or designee shall communicate a written decision within fifteen (15) working days after hearing the appeal. If the Battalion Chief or designee does not respond within the above time limits, the grievant may proceed to the next step.

D. Step 3

In the event the grievant is not satisfied with the decision at Step 2, the grievant may appeal the decision on the appropriate form to the Fire Chief or designee within fifteen (15) working days. Failure to meet this time limit by the grievant shall constitute an automatic waiver and withdrawal of the grievance.

The Fire Chief or designee shall communicate a written decision within fifteen (15) working days after hearing the appeal. If the Fire Chief or designee does not respond within the above time limits, the grievant may, at the election of the Union, proceed to the next step.

E. Step 4

In the event the grievant is not satisfied with the decision at step 3, the grievant may appeal the decision on the appropriate form to the City Administrator or designee within fifteen (15) working days. Failure to meet this time limit by the grievant shall constitute an automatic waiver and withdrawal of this grievance.

The City Administrator or designee shall communicate a written decision within fifteen (15) working days after hearing the appeal. If the City Administrator or designee does not respond within the above limits, the grievant may, at the election of the Union, proceed to the next step.

F. Step 5

If the grievant is not satisfied with the disposition of the grievance at Step 4, or if no written decision has been rendered within the applicable time limits, the grievant may, within fifteen (15) days after written decision is rendered or should have been rendered, request in writing that the Union submit the grievance to advisory arbitration. A copy of such request shall be simultaneously served upon the City Administrator. The Union, and only the Union, by receipt of such request from the grievant, may elect to submit the grievance to advisory arbitration. The Union shall notify the City Administrator, or designee, within 30 days of the written decision at Step 4, of its request to submit the grievance to arbitration.

In the event the parties are unable mutually to agree upon an arbitrator, they shall request that a panel of seven names be submitted to both parties by the California State Conciliation Service. Upon receipt of the list of names, the parties shall alternately delete names from the list until only one remains, and said last name shall be selected as the arbitrator.

The arbitrator's recommendation shall be advisory only, subject to the provisions of Step 6 below, and shall be in writing and shall set forth the arbitrator's findings of fact, reasoning, conclusions, and recommended remedy, if any. The arbitrator's authority shall be limited to deciding the issues submitted by the parties; and the arbitrator shall have no power of authority to add to, subtract from, alter, delete, amend or modify the terms of this Agreement or the written policies, rules, regulations, procedures, ordinances, and/or resolutions of the City.

All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room will be borne equally by the City and Union. If the parties agree to request a stenographic transcript of the hearing, then the cost of said transcript shall also be borne equally by the City and the Union. All other costs will be borne by the party incurring them.

G. Step 6

CITY COUNCIL REVIEW

The decision of the arbitrator within the limits herein prescribed shall be in the form of a recommendation to the City Council. However, if the City Council declines to review the arbitrator's recommendation, said recommendation shall be deemed binding upon both the City and the Union.

If the City Council decides to review the arbitrator's recommendations, it must undertake such review no later than the second regularly scheduled Council meeting following issuance of the recommendation. At a minimum, such review, which may be requested by either party, shall include a review of the hearing record and briefs submitted by the respective parties. The Council may, if it deems appropriate, permit oral arguments by representatives of the parties as well as asking for additional written or oral evidence. In the event of such request, the presentation or argument and/or evidence must be in the presence of both parties. Within thirty (30) working days after receiving the record, the City Council shall render a decision on the matter, which decision shall be final and binding on all parties subject to the following provision: in order to reject the advisory arbitrator's recommendations, the City Council's vote must be by a margin of four to one or better. If the Council does not render such a decision within the specified time limits, then it shall be deemed to have adopted the arbitrator's recommendations.

19-4 Grievance Representatives. Employees may represent themselves at all stages of the procedure or, at their election, be represented by the Union.

Union grievance representatives have the right to paid release time under the grievance procedure herein subject to the following:

- A.** The Union may designate up to five (5) unit employees to serve as grievance representatives, and shall notify the City Administrator of such designations. There shall be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations. Such designations shall be made from amongst employees regularly working at the job sites within the proximate geographical area where they are intended to service grievances.
- B.** One such representative may attend mutually scheduled grievance meetings and hearings with management representatives without loss of pay or benefits. In no event shall this paid release time be used for any other purpose, such as gathering information, interviewing the grievant or witnesses, or preparing a presentation.
- C.** Accredited non-employee representatives may be admitted to the buildings and grounds of the City during working hours for the purpose of assisting in the adjustment of grievances, so long as such will not unreasonably interfere with work operations or the safety and security of the work site. Such representative will check in with the supervisor involved and will be required to conform with the reasonable directions of the supervisor concerning timing and duration of the visit, and the operational and safety procedures to be complied with.

ARTICLE 20: UNION BUSINESS/UNION LEAVE

The Union may furnish a bulletin board at each station for the conduct of their Union matters, notices of Union meetings, elections, or other matters pertaining to normal, regular, and lawful Union business. The size and location of the bulletin board shall be determined by the Fire Chief. All materials to be posted on such bulletin boards shall be non-defamatory, must be approved by the Fire Chief, and shall be used only related to the following subjects: union recreational, social, and related news bulletins, scheduled union meetings, information concerning union elections, or reports of official business of the union. Use of department facilities for union meetings is subject to authorization of the Fire Chief and shall be requested at least 48 hours in advance or 24 hours under special circumstances.

IAFF members will be allowed to contribute accumulated compensatory time off (ATO) to a special account for use of Union officers or their designee. Contribution to or the withdrawal of time from the special ATO account will require written authorization by the Union's President. An individual Union 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 Union. The special account will be allowed to accumulate no more than ninety-six (96) hours at any time during this MOU. The utilization of this will not result in the need for expected (known) overtime hours.

ARTICLE 21: CONFIRMATION OF REQUIRED DRIVERS LICENSES

It is agreed that the City shall have the right, upon request, to demand confirmation that any employee, whose job description includes the requirement that the employee possess a valid and appropriate driver's license, possesses such a license. The employee shall cooperate with the City in filing any request for information required by the Department of Motor Vehicles.

ARTICLE 22: RESPONSE TIME

The City agrees to eliminate the requirement that employees respond to their work site within 30 minutes following notification to appear.

ARTICLE 23: 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 24: SAVINGS CLAUSE

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable federal and state laws and regulations, and City ordinances affecting public health and safety. 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 provisions 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 25: MOU PREPARATION AND SUPPLY

The City agrees to prepare the final Memorandum of Understanding document and supply up to five (5) copies to authorized IAFF, Local 1906 representatives. It will be the responsibility of the union to supply copies of the MOU for any members who desire them.

ARTICLE 26: NOTIFICATIONS OF EMPLOYMENT ACTIONS

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 27: RATIFICATION AND IMPLEMENTATION

Upon acceptance by the City Council and the bargaining unit represented by this Union, this Memorandum of Understanding shall remain in effect until midnight ~~December 24, 2004~~ **December 22, 2006**.

IN WITNESS WHEREOF, the parties hereto agree to the language of this Memorandum of Understanding. Executed on this _____ day of _____, ~~2003~~ **2005**.

CITY OF LOMPOC

**LOMPOC CITY FIREFIGHTERS IAFF,
LOCAL 1906**

Gary Keefe, City Administrator

Mark Bray, President

John Walk, Mgmt. Serv. Director

Chris Slavens, Vice President

Jennifer L. Weston, HR Director

Jeff States, Treasurer

William j. Yanonis, Chief Negotiator

Scott Nunez, Secretary

Charles Ruda, Director