

AMENDMENT NO. 2

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LOMPOC AND
THE LOMPOC POLICE OFFICERS' ASSOCIATION
EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2027

This Amendment No. 2 to the Memorandum of Understanding between the City of Lompoc and the Lompoc Police Officers' Association Effective July 1, 2025 through June 30, 2027 (LPOA MOU 2025-27) is made and entered into by and between the City of Lompoc, a municipal corporation (City), and the Lompoc Police Officers' Association (LPOA).

RECITALS:

WHEREAS, on July 15, 2025, the City Council approved the Memorandum of Understanding between the City of Lompoc (City) and the Lompoc Police Officers' Association (LPOA) effective July 1, 2025, through June 30, 2027 (LPOA MOU 2025-27) with the adoption of Resolution No. 6765(25); and

WHEREAS, on December 16, 2025, the City Council approved Amendment No. 1 to the LPOA MOU 2025-27, by the adoption of Resolution No. 6793(25), which increased the City's health premium contributions; and

WHEREAS, CalPERS, through its Compensation & Compliance Services Division, conducted a review of compensation reported by the City and determined that certain items, including Holiday Pay and Temporary Upgrade Pay, did not meet the requirements for "compensation earnable" pursuant to Government Code sections 20636 and 20636.1 and California Code of Regulations section 571; and

WHEREAS, in response to the CalPERS compliance findings, the City, in coordination with CalPERS, developed and received approval of revised MOU language to ensure such compensation complies with applicable statutory and regulatory requirements; and

WHEREAS, the City Council shall, at its regular meeting, determine whether or not to accept, approve, and adopt this Amendment No. 2 to the LPOA MOU 2025-27 to reflect the proposed language as delineated below, and to ensure compliance with CalPERS requirements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and subject to the formal City Council action described above, the parties hereto agree to amend the LPOA MOU 2025-27 as follows:

Effective December 21, 2021, Articles 8 and 11 of the Memorandum of Understanding between the City of Lompoc and the Lompoc Police Officers' Association shall be replaced as follows:

ARTICLE 8: HOLIDAYS

8-1 Observed:

a. Employees shall receive the following paid holidays:

- January 1
- Third Monday in January – Martin Luther King Day
- Third Monday in February
- Third Monday in April

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Last Monday in May
June 19 – Juneteenth
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 schedule who work without regard to holidays shall be entitled eight hours time off per holiday in lieu of holidays.
- 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:

Wednesday
Thursday
Friday
Saturday
Sunday
Monday
Tuesday

Holiday Observed on:

Friday
Thursday
Thursday
Friday
Tuesday
Monday
Tuesday

8-2 Holiday Sell-back for Employees Assigned to Divisions Operating on a 24-Hour Basis or Schedule: Employees covered under this MOU have the option of selling back the above holidays, on a quarterly basis, subject to the following:

- a. The value of holiday pay shall be base pay, plus the following incentives applicable to each employee: education incentive and dispatcher custodial search pay.
 - 1. 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. Only holidays that have accrued may be sold back.
 - 2. Any holiday balance at the calendar year end will be paid out in the last pay period which ends in the fourth quarter of the calendar year (October to December).
 - 3. Any holiday balance at the fiscal year end will be paid out in the last pay period which ends in the second quarter of the calendar year (April to June).
 - 4. Holiday Pay is not reportable for CalPERS new members.

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 temporary upgrade pay. The value of temporary upgrade pay shall be determined as follows: The City will take the employees' base pay, plus the following incentives applicable to each employee: education incentive, dispatcher custodial search pay, and Field Training Officer (FTO) pay. If, after considering the incentives, the employee is below Step 0 on the salary schedule, the employee will be placed on Step 0. Otherwise, the employee will be placed on the next highest step.

For example, if Step 0 was \$25 per hour and Step 1 was \$30 per hour, and the employee's base pay plus applicable incentives was \$22 per hour, the employee would be moved to Step 0. If the employee's base pay plus applicable incentives was \$26, the employee would be moved to Step 1. In the first example, the value of the acting assignment would be \$3 (\$25-\$22). In the second example, it would be \$4 (\$30-\$26).

The classification of Community Services Officer shall receive the above-described compensation for the higher classification, effective the first day of service.

In accordance with Personnel Procedures Manual, Chapter 47 – Working Out of Class Policy, temporary upgrade pay exceeding Step 0 or the five percent (5%) minimum increase may be authorized by the City Manager. In such cases, the department/division must complete and submit the appropriate "Acting Pay" form.

ARTICLE 4

SALARIES AND COMPENSATION

4-8 Special Assignment Pay (Training Premium): Police Officers, who are certified as Field Training Officers, will receive an additional 5% of base pay plus Acting Assignment Pay and Educational Incentive Pay (if applicable) 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 an additional 5% of base pay plus Acting Assignment Pay and Educational Incentive Pay (if applicable) while they are actively performing assigned duties of a trainer for dispatcher-jailers.

4-10 Educational Incentive Pay:

The City provides an Educational Incentive Pay to recognize completion of higher education degrees and certificates that enhance an employee's ability to perform the duties of their classification. The City finds that the following degrees and certificates enhance an employee's ability to perform their job duties.

a. Sworn Personnel (Police Officer, Corporal & Sergeant):

- AA/AS Degree **OR** Intermediate POST Certification: 2.5% of base pay
- BA/BS Degree **OR** Advanced POST Certification: 5.0% of base pay

b. Non-Sworn Personnel (Police Dispatcher, Police Jailer, Community Service Officer, and Evidence & Property Specialist):

Effective July 29, 2023, employees in the classifications of Police Dispatcher, Police Jailer, and Community Service Officer may receive Educational Incentive Plan based on the following:

- AA/AS Degree: 2.5% of base pay
- BA/BS Degree: 5.0% of base pay

Effective September 20, 2025, employees in the classification of Evidence & Property Specialist are eligible to receive the Educational Incentive Plan under the same criteria listed above.

The maximum Educational Incentive Pay that an employee may receive under this section is 5% of base pay. Incentives are not cumulative; an employee may receive the higher applicable incentive, but not both.


Eligibility requires documentation of the degree or POST certification, demonstrating that it enhances the employee's knowledge and ability to perform job duties.


4-13 Dispatcher Custodial Search Pay: The City will provide an additional 2.5% of base pay plus Acting Assignment Pay (if applicable) paid bi-weekly to all represented dispatchers who complete the City's in-house search and custodial control training and receive a certificate of completion.

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 bringing the dispatcher to the location of the search.

The representatives of the City and LPOA have jointly prepared Amendment No. 2 to the LPOA MOU 2025-27 and jointly presented the same to the City Council of the City of Lompoc for determination pursuant to Government Code Section 3505.1. Except as expressly provided for in Amendment No. 2 to the LPOA MOU 2025-27, all other provisions of the LPOA MOU shall remain in full force and effect. The parties also acknowledge that Amendment No. 2 to the LPOA MOU 2025-27 shall not be in full force and effect until adopted by resolution by the City Council of the City of Lompoc. Subject to the foregoing and in witness whereof, this Amendment No. 2 is hereby executed by the authorized representatives of the City and LPOA and entered into this 1st day of April 2026.

IT IS SO AGREED:


Gabriel Garcia
Human Resources Director


Vincent Magallon
LPOA President