



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Amending Memorandum of Understanding between the City of Lodi and the Lodi Police Dispatchers Association for the Period November 6, 2007 through April 30, 2011

**MEETING DATE:** February 6, 2008

**PREPARED BY:** Deputy City Manager

**RECOMMENDED ACTION:** Adopt Resolution amending Memorandum of Understanding between the City of Lodi and the Lodi Police Dispatchers Association (LPDA) period November 6, 2007 through December 31, 2011. As directed by City Council through the City Manager, representatives from the LPDA, City staff and an outside negotiator (Bill Avery from Avery and Associates) began negotiations for the purpose of amending the MOU. The recommended elements of the MOU (as included in the attached tentative agreement, Exhibit A) are as follows:

**BACKGROUND INFORMATION:** The Memorandum of Understanding (MOU) between the City of Lodi and the LPDA expired on November 5, 2007. The recommended elements of the MOU (as included in the attached tentative agreement, Exhibit A) are as follows:

- The first year of the MOU includes no Cost of Living Adjustments or any other salary modifications.
- Effective the first pay period in which November 6, 2008 falls, employees will receive a salary adjustment to the median on a salary survey of the nine cities used by the Lodi Police Officers Association (LPOA).
- Effective the pay period in which April 1, 2009 falls, employees will receive a cost of living adjustment based upon the January 15, 2009 CPI-W (San Francisco-Oakland-San Jose) with a minimum of 3% and a maximum of 5%.
- Effective the pay period in which July 1, 2010 falls, salaries will be adjusted to the median of the survey, if General Fund revenues increase by at least 1%. General Fund revenues will be compared using audited revenues for June 30, 2008 and June 30, 2009. If General Fund revenues do not increase by at least 1%, then the LPDA and the City of Lodi will reopen negotiations with regard to salary.
- Effective the pay period in which November 6, 2008 falls, employees who are classified as dispatcher-jailers will receive a special pay incentive of 2%. The special pay incentive of 2% will remain effective for the duration of the time that the employee is classified as jailer-dispatcher.

APPROVED: \_\_\_\_\_  
Blair King, City Manager

- Field Evidence Technician and Latent Print Examiner incentive pay will be increased to \$125 per month effective November 6, 2008 and \$150 effective April 1, 2009. Effective November 6, 2008 employees with an AA degree or Intermediate POST certificate will receive \$50; on July 1, 2010 this will be increased to \$75. Employees who have a BA degree or advanced POST certificate shall receive \$100 and will be increased to \$150 effective on July 1, 2010.
- Negotiations regarding enhanced retirement benefits shall be opened if this becomes available to any City employee.
- All other elements of the MOU remain unchanged.

**FISCAL IMPACT:** No fiscal impact in the current budget year. In subsequent years, the impact would vary depending on the results of total compensation surveys to be completed in those years. If revenues do not materialize then the fiscal impact would vary depending on renegotiating terms in subsequent years.

**FUNDING AVAILABLE:** The increase in wages and benefits is estimated to cost approximately \$55,000 to salary and benefits will not occur until fiscal year 2008-2009. Upon City Council approval, the 2008-2009 budget would incorporate this increase.

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James R. Krueger, Deputy City Manager

Attachments

Lodi Police Dispatchers Association Agreed upon 12-7-07

Proposal 3

**Article I-Salary and Term**

**Article 1.1**

Employees shall receive no increases for the period November 6, 2007 through November 5, 2008.

**Article 1.2**

Effective the first pay period in which November 6, 2008 falls, employees will receive a salary adjustment to the median based on a salary survey of the 9 cities to by the POA based on salaries as of October 6, 2008.

**Article 1.3**

The city shall conduct a salary survey using the nine survey cities (as per attached). The lead dispatcher position will be used as the benchmark for the survey, provided that any city that does not have lead position shall use the dispatcher position and any training incentives received as part of the base. The survey shall be based upon total compensation including salary and limited to , employee contribution to PERS paid on behalf of employee by employer, employer's health insurance premium, deferred compensation and any comparable incentives. The survey will be based upon salaries in effect as of November 5, 2008.

**Article 1.4**

Effective the first pay period in which April 1, 2009 falls, employees will receive a cost of living adjustment based upon the January 15, 2009 CPI-W (San Francisco-Oakland-San Jose) with a minimum of 3% and a maximum of 5%

**Article 1.5**

Effective the pay period in which July 1, 2010 falls, salaries will be adjusted to the median of the survey (survey to be conducted in accordance with Article 1.3), if General Fund revenues increase by at least 1%. General Fund revenues will be compared using audited revenues for June 30, 2008 and June 30, 2009. If General Fund revenues do not increase by at least 1%, then the LPDA and the City of Lodi will reopen negotiations with regard to salary.

**Article 2.10 d**

**Amended to read as follows:**

~~Every effort shall be made to avoid the cancellation of scheduled holidays, holidays shall be cancelled in part or fully only as a last resort~~

#### **Article 4 Incentives**

##### **Jailer-Dispatcher Incentive**

Effective the pay period in which November 6, 2008 falls, employees who are classified as dispatcher- jailers will receive a special pay incentive of 2%. The special pay incentive will remain effective for the duration of time that the employee is classified as a jailer dispatcher. The special pay incentive of 2% will remain effective for the duration of the time that the employee is classified as jailer-dispatcher.

##### **FET Incentive Pay**

FET incentive pay will be increased to \$125 per month effective November 6, 2008 and \$150 effective April 1, 2009. The Latent Print Examiner classification will receive the same incentives as FET.

Effective November 6, 2008 employees who have either an AA degree or Intermediate POST certificate will receive \$50; on July 1, 2010 this will be increased to \$75. Employees who have received a BA degree or advanced POST certificate shall receive \$100 and will be increased to \$150 effective on July 1, 2010.. These amounts are not cumulative

##### **Article XXXVI-Term**

All other terms and conditions of this MOU shall continue in effect during the term of this MOU. The City of Lodi and LPDA agree that the term is November 6, 2007 through April 30, 2011.

##### **Miscellaneous**

If any employee of the City receives an enhanced retirement benefit during this contract, the contract shall be reopened for negotiating the same benefits.

This Tentative Agreement only represents the tentative agreement of the negotiating parties. In order for it to become binding and effective it must first be approved by the Lodi City Council and the membership of the Lodi Dispatchers Association.

LPDA

THE CITY OF LODI, a municipal  
corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
James Krueger, Deputy City Manager

By: \_\_\_\_\_

By: \_\_\_\_\_

RESOLUTION NO. 2008-\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AMENDING THE MEMORANDUM OF UNDERSTANDING  
WITH THE LODI POLICE DISPATCHERS ASSOCIATION

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WHEREAS, representatives from the City of Lodi and Lodi Dispatchers Association (LPDA) have bargained in good faith for the purpose of amending certain articles of the Memorandum of Understanding (MOU).

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that it does hereby amend the MOU as follows:

**Article I-Salary**

1.2 Removed and replaced as follows:

Effective the pay period in which November 6, 2008 falls, employees will receive a salary adjustment to the median on a salary survey of the 9 cities used by the POA based on salaries as of October 6, 2008.

1.3 Removed and replaced as follows:

The city shall conduct a salary survey using the nine survey cities. The lead dispatcher position will be used as the benchmark for the survey, provided that any city that does not have lead position shall use the dispatcher position and any training incentives received as part of the base. The survey shall be based upon total compensation including salary and limited to, employee contribution to PERS paid on behalf of employee by employer, employer's health insurance premium, deferred compensation and any comparable incentives. The survey will be based upon salaries in effect as of November 5, 2008.

1.4 Added:

Effective the first pay period in which April 1, 2009 falls, employees will receive a cost of living adjustment based upon the January 15, 2009 CPI-W (San Francisco-Oakland-San Jose) with a minimum of 3% and a maximum of 5%.

1.5 Added:

Effective the pay period in which July 1, 2010 falls, salaries will be adjusted to the median of the survey (survey to be conducted in accordance with Article 1.3), if General Fund revenues increase by at least 1%. General Fund revenues will be compared using audited revenues for June 30, 2008 and June 30, 2009. If General Fund revenues do not increase by at least 1%, then the LPDA and the City of Lodi will reopen negotiations with regard to salary

Article 2.1 Amended to read as follows:

Holidays shall be cancelled in part or fully only as a last resort.

**Article IV-Incentives**

Added as follows:

**Jailer-Dispatcher Incentive**

Effective the pay period in which November 6, 2008 falls, employees who are classified as dispatcher-jailers will receive a special incentive of 2%. The special pay incentive of 2% will remain effective for the duration of the time that the employee is classified as jailer-dispatcher.

**FET Incentive Pay**

FET incentive pay will be increased to \$125 per month effective November 6, 2008 and \$150 effective April 1, 2009. The Latent Print Examiner classification will receive the same incentive as FET.

Effective November 6, 2008 employees who have either an AA degree of Intermediate POST certificate will receive \$50; on July 1, 2010 this will be increased to \$75. Employees who have received a BA degree or advanced POST certificate shall receive \$100 and will be increased to \$150 effective July 1, 2010. These amounts are not cumulative.

**Article XXXVI-Term**

36.1 Removed and replaced as follows:

All other terms and conditions of this MOU shall continue in effect during the term of this MOU. The City of Lodi and LPDA agree that the term is November 6, 2007 through April 30, 2011.

**Miscellaneous**

If any employee of the City receives an enhanced retirement benefit during this contract, the contract shall be reopened for negotiating the same benefits.

Date: February 6, 2008

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I hereby certify that Resolution No. 2008-\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held February 6, 2008, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2008-\_\_\_\_