

## SIDE LETTER TO THE POLICE MID MANAGEMENT ASSOCIATION OF LODI MOU

- A. The City of Lodi and the Lodi Police Mid Management Organization currently operate under a Memorandum of Understanding effective October 9, 2007 through September 30, 2011.
- B. This Side Letter is entered for the purpose of addressing the continued significant budget crisis caused by the current economic downturn.

For the above reasons the parties agree that members of the bargaining group will:

### Furlough Time:

Accept 96 furlough hours from July 1, 2011 through June 30, 2012. Furlough hours shall be scheduled based on availability and shall be deducted from salary in equal installments across all fiscal year pay periods (3.69 hours per paycheck).

Furlough hours must be used by October 8, 2012, and may also be used any time in lieu of sick leave.

In the event a member's employment terminates during the fiscal year, furlough hours shall be prorated by the percentage of the year worked. Furlough hours used in excess of prorated hours shall be deducted from other available leave balances, and if other leave balances are inadequate, repaid to City.

### Compensatory Time:

Bargaining unit members agree that they shall not cash out any compensatory time off from July 1, 2011 through June 30, 2012. Moreover, members acknowledge that the 2011/12 Police Department budget does not include any expenditures for overtime. The parties agree that they will work cooperatively to minimize overtime expenditures in the department to avoid mid year budget cuts that would be required to meet the overtime expenditures.

### Fourth of July and the Grape Festival:

Overtime on July 4<sup>th</sup> and during the Grape Festival shall be on a paid rather than a Compensatory time off basis.

Holidays:

All holiday leave accrued during the pay periods in which January 1, 2012 through December 31, 2012 fall must be used by October 31, 2013 and may not be banked or cashed out. This limitation shall not apply to members retiring during the 2011-2012 fiscal year.

Article XI: Deferred Compensation:

Add a new section at the Section 11.3 as follows: However, Bargaining Unit Members agree to forego all deferred compensation matches they would otherwise be entitled to between the pay periods in which July 1, 2011 and June 30, 2012 fall.

Article XVI: Retirement:

Add a new section 16.2 as follows:

“However, between the pay periods in which July 11, 2011 and July 8, 2012 fall Employee’s 9% will be paid both by Bargaining Unit Members (1%) and by City (8%).

Notwithstanding any other provisions applicable to the employee from any other source, the employee is responsible for the one percent (1%) employee share of their CalPERS retirement benefit. City will take actions necessary to make employees’ PERS payment pre-tax.”

This Side Letter shall not become effective until approved by the Lodi City Council, and the particulars of this Side Letter will be evaluated during the Mid-year budget process.

CITY OF LODI,  
a municipal corporation

  
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KONRADT BARTLAM  
City Manager

POLICE MID-MANAGEMENT ASSOCIATION

By:   
\_\_\_\_\_  
CHRIS JACOBSEN  
President JACOBSON

ATTEST:

  
\_\_\_\_\_  
RANDI JOHL, J.D., City Clerk

APPROVED AS TO FORM:

*For:*   
\_\_\_\_\_  
D. STEPHEN SCHWABAUER  
City Attorney