

**ADDENDUM TO THE LODI POLICE DISPATCHERS ASSOCIATION
MOU**

February, 2009

- A. The City of Lodi and the Lodi Police Dispatchers Association currently operate under a Memorandum of Understanding effective November 6, 2007 through April 30, 2011.
- B. This Addendum is entered for the purpose of addressing the significant and unanticipated budget crisis caused by the current economic downturn.

For the above reasons the parties agree:

Article I - Salary. The effective date for the salary adjustment called for in Paragraph 1.4 shall be deferred from April 1, 2009 to July 1, 2009.

Article II – Compensatory Time, shall be amended to add the following:

2.9(a) At the end of section 2.9(a) add the following sentence: However, during the pay periods in which March 1, 2009 through April 30, 2011 fall, a maximum of 480 hours of compensatory time may be carried on the books. After April 30, 2011 employees with banks in excess of 144 hours shall be entitled to continue to use their excess compensatory time but shall not be eligible to accrue additional compensatory time until their compensatory time balance falls back below 144 hours.

2.9(c) At the end of section 2.9(c) add the following sentence: Bargaining unit members agree that they shall not cash out any compensatory time off in April of 2009.

Article V – Uniform Allowance, shall be amended to add the following:

5.1 At the end of section 5.1 add the following sentence: However, Bargaining unit members agree to waive all uniform allowances accruing from January 1, 2009 through June 29, 2009.

Article X – Holidays, shall be amended to add the following:

10.2 At the end of section 27.1 add the following sentence: All holiday leave accrued during the pay periods in which January 1, 2009 through December 31, 2009 fall must be used by April 30, 2010 and may not be banked or cashed out. This limitation shall not apply to members retiring during the 2009-2010 fiscal year.

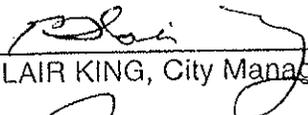
Article XIX Deferred Compensation shall be amended as follows:

19.2 At the end of section 11.2 add the following sentence: However, bargaining unit members agree to forego all deferred compensation matches they would otherwise be entitled to between the pay periods in which March 1, 2009 through June 29, 2010 fall.

This Addendum shall not become effective until approved by the Lodi City Council.

CITY OF LODI,
a municipal corporation

Lodi Police Dispatchers Assn.



BLAIR KING, City Manager

By 

President

ATTEST


RANDI JOHL, J.D., City Clerk

APPROVED AS TO FORM:


D. STEPHEN SCHWABAUER
City Attorney

SIDE LETTER TO THE LODI POLICE DISPATCHERS ASSOCIATION MOU
May 2009

- A. The City of Lodi and the Lodi Police Dispatchers Association currently operate under a Memorandum of Understanding effective November 6, 2007 through April 30, 2011, as amended by Addendum dated February 2009.
- B. This Addendum is entered for the purpose of addressing the continued significant and unanticipated budget crisis caused by the current economic downturn.

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

Accept 58 ⁹hours unpaid furlough hours in lieu of a 2.8% salary reduction in the FY 09-10. Furlough hours shall be scheduled based on availability and shall be deducted from salary in equal installments across all fiscal year pay periods (2.3 hours per paycheck).

Furlough hours must be used by the expiration of the current unit MOU.

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.

Notwithstanding the above, overtime on July 4th shall be on a paid rather than a Compensatory time off basis.

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.

Finally, as a result of the additional furlough hours granted by this agreement, holiday leave hours accrued during the pay periods in which January 1, 2009 through December 31, 2009 must be used by October 31, 2010.

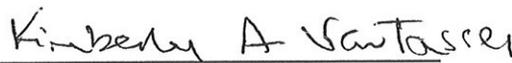
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CITY OF LODI,
a municipal corporation

Lodi Police Dispatchers Assn.



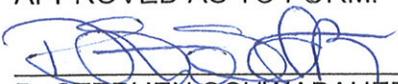
BLAIR KING, City Manager

By 

President

ATTEST:


RANDI JOHL, J.D., City Clerk

APPROVED AS TO FORM:


D. STEPHEN SCHWABAUER - City Attorney