AGENDA ITEM J-03

CITY OF LODI
COUNCIL COMMUNICATION
™

AGENDA TITLE: Authorize City Manager to Execute an Addendum to the 2007-2011 Memorandum of Understanding Between the City of Lodi and the Police Officers Association of Lodi Bargaining Unit.

MEETING DATE: January 6, 2010

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Authorize City Manager to execute an addendum to the 2007-2011 Memorandum of Understanding between the City of Lodi and the Police Officers Association of Lodi Bargaining Unit.

BACKGROUND INFORMATION: This agreement modifies the existing Memorandum of Understanding (MOU) between the City and the Police Officers Association of Lodi (POA). The current MOU is effective October 9, 2007 through October 8, 2011. Certain provisions of the existing MOU are subject to "reopening" if General Fund revenues did not increase by at least one percent from June 30, 2008 to June 30, 2009. Since revenues did not increase negotiations were reopened with regard to salary and benefits.

Through subsequent negotiations, the City and the POA have reached a tentative agreement on the contract Addendum as detailed in Appendix A. Other than a slight increase in tuition reimbursement, the Addendum represents agreements on non-economic items.

FISCAL IMPACT: Annual cost approximately $1,500 (attributed to tuition reimbursement).

FUNDING AVAILABLE: Increased costs will be absorbed within existing appropriations of the Police Department.

Respectfully submitted,

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Jordan Ayers
Deputy City Manager/Internal Services Director

_____
Dean Gualco
Human Resources Manager

APPROVED: _____
Blair King, City Manager

EXHIBIT A

ADDENDUM TO THE POLICE OFFICERS ASSOCIATION OF LODI MOU

Whereas, the City of Lodi and the Police Officers Association of Lodi are parties to a Memorandum of Understanding (MOU) effective through October 8, 2011; and

Whereas, the parties desire to enter into this Addendum to modify the MOU; and

NOW, THEREFORE, BE IT RESOLVED the parties agree as follows:

Section	Amended Language
Hours of Work (2.4)	Eliminate reference to specific Graveyard hours set forth in parenthesis; contradicts with Section 2.3.
Uniform Allowance (17.1)	Pay uniform allowances bi-weekly.
Holiday Leave (22.2)	Allow Holiday Leave to be taken in hourly, rather than daily, increments.
Medical Fringe (34.1)	Allow employees to choose between deferred compensation or cash when declining the City's medical insurance benefit.
Tuition Reimbursement (40.2)	Increase tuition reimbursement to $3,000 per fiscal year (including books). Change Tuition Reimbursement language to state: "Reimbursement subject to a grade of "C" or higher. No pass/fail course grades will be accepted. College must be accredited from one of the eight regional accredited associations below: ▪ Middle States Association of Colleges and Schools Middle States Commission on Higher Education ▪ New England Association of Schools and Colleges Commission on Institutions of Higher Education ▪ New England Association of Schools and Colleges Commission on Technical and Career Institutions ▪ North Central Association of Colleges and Schools The Higher Learning Commission ▪ Northwest Commission on Colleges and Universities ▪ Southern Association of Colleges and Schools Commission on Colleges ▪ Western Association of Schools and Colleges, Accrediting Commission for Community and Junior Colleges ▪ Western Association of Schools and Colleges, Accrediting Commission for Senior Colleges and Universities

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

CITY OF LODI,

_____
Blair King, City Manager

_____
Dean Gualco, Human Resources Manager

ATTEST:

_____
RANDI JOHL, J.D., City Clerk

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D. STEPHEN SCHWABAUER, City Attorney

Police Officers Association

BY_____
Scott Bratton, President