

**SIDE LETTER TO THE POLICE OFFICERS ASSOCIATION
OF LODI MOU**

- A. The City of Lodi and the Police Officers Association of Lodi currently operate under a Memorandum of Understanding effective October 9, 2007 through October 8, 2011 as amended by Addendum dated February 2009.

- B. This Side Letter 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:

Furlough Time:

Accept 48 unpaid furlough hours in lieu of a 2.3% salary reduction in the FY 10-11. Furlough hours shall be scheduled based on availability and shall be deducted from salary in equal installments across all fiscal year pay periods (1.9 hours per paycheck).

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.

Furlough hours must be used by October 8, 2012.

Deferred Compensation:

At the end of Section 35.2 add the following sentence: Bargaining unit members agree to forego all deferred compensation matches they would otherwise be entitled to between the pay periods in which July 1, 2010 and June 30, 2011 fall.

Compensatory Time:

Bargaining unit members agree that they shall not cash out any compensatory time off from July 1, 2010 through June 30, 2011. Moreover, members acknowledge that the 2010/11 Police Department budget does not include any expenditure 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.

At the end of section 5.2 add the following sentence: During the pay periods in which July 1, 2010 through October 8, 2011 fall, a maximum of 480 hours of compensatory time may be carried on the books. After June 30, 2011, employees with banks in excess of 240 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 240 hours.

Fourth of July and the Grape Festival:

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

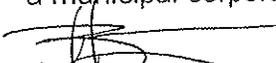
Holidays:

All holiday leave accrued during the pay periods in which January 1, 2010 through December 31, 2010 fall must be used by October 31, 2011 and may not be banked or cashed out. This limitation shall not apply to members retiring during the 2010-2011 fiscal year, which are: Val Chaban, Roger Butterfield, JD Moore, and Hans Van Noord.

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. Except for terms that expressly extend beyond June 30, 2011, this Side Letter expires on June 30, 2011.

CITY OF LODI,
a municipal corporation

Police Officers Association of Lodi



KONRAD BARTLAM, Interim City Manager

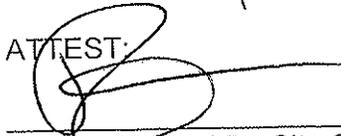
By  #49

President



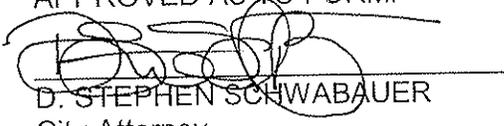
DEAN GUALCO, HR Manager

ATTEST:



RANDI JOHL, J.D., City Clerk

APPROVED AS TO FORM:



D. STEPHEN SCHWABAUER
City Attorney