

RESOLUTION NO. 2007-159

A RESOLUTION OF THE LODI CITY
COUNCIL APPROVING MEMORANDUM OF
UNDERSTANDING WITH THE LODI POLICE
MID-MANAGEMENT ORGANIZATION

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Memorandum of Understanding between the City of Lodi and the Lodi Police Mid-Management Organization for the period July 1, 2007 through September 30, 2011, as shown on Exhibit A attached hereto; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the Memorandum of Understanding on behalf of the City of Lodi.

Dated: July 18, 2007

=====

I hereby certify that Resolution No. 2007-159 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, and
Mayor Johnson

NOES: COUNCIL MEMBERS – Hitchcock

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk

EXHIBIT A

Tentative Agreement

Article I-Salary and Term

Article 1.1

The City of Lodi and the LPMO mutually agree the Lieutenant position is the benchmark position for all members of this bargaining unit for determining employee's compensation.

Article 1.2

The Lieutenants salary increases will be calculated using the following formula.

The City of Lodi and LPMO shall establish a salary survey to include the following areas of comparison:

Salary
PERS employee contribution paid by employer
Health Care Contributions paid by employer
Education Incentives
POST Certificate Pay
Longevity Pay
Deferred Compensation Contributions

Effective July 1, 2007, once the survey is complete the LPMO and the City of Lodi will calculate the Median of the survey and the median will be used to calculate the Lieutenants salary increases. Each year's survey called for herein will be based on July 1st numbers calculated as of July 31st.

Article 1.3

Sergeant's salary increases will be calculated by dividing the Lieutenants salary by 1.20, creating a 20% separation between Lieutenant and Sergeant.

Article 1.4

Captain's salary increases will be calculated by multiplying the Lieutenants salary by 1.20, creating a 20% separation between Lieutenant and Captian.

Article 1.5

July 1st, 2007 a salary survey will be conducted using the formula in section 1.2. Salaries will be increased effective July 1st 2007 based on the survey. (Notwithstanding any changes occurring after the date of this Tentative Agreement, the first year increase will equal 11.7% for Lieutenants. Captains and Sergeants will be calculated as provided in Article 1.3 and 1.4.)

Article 1.6

July 1st 2008 a salary survey will be conducted using the formula in section 1.2. If City of Lodi General Fund Revenues increase by 1% or more (using audited revenues for the year ended June 30, 2006 in comparison with audited revenues for the year ended June 30, 2007) , then salaries will be increased effective July 1st 2008, based on the survey. If General Fund Revenues do not increase by at least 1%, then LPMO and the City of Lodi will reopen negotiations with regard to salary and benefits.

Article 1.7

July 1st 2009 a salary survey will be conducted using the formula in section 1.2. If City of Lodi General Fund Revenues increase by 1% or more (using audited revenues for the year ended June 30, 2007 in comparison with audited revenues for the year ended June 30, 2008) , then salaries will be increased effective July 1st 2009, based on the survey. If General Fund Revenues do not increase by at least 1%, then LPMO and the City of Lodi will reopen negotiations with regard to salary and benefits.

Article 1.8

July 1st 2010 a salary survey will be conducted using the formula in section 1.2. If City of Lodi General Fund Revenues increase by 1% or more (using audited revenues for the year ended June 30, 2008 in comparison with audited revenues for the year ended June 30, 2009) , then salaries will be increased effective July 1st 2009, based on the survey. If General Fund Revenues do not increase by at least 1%, then LPMO and the City of Lodi will reopen negotiations with regard to salary and benefits.

Article 1.9

The terms and conditions of this MOU shall continue in effect during the term of this MOU. The City of Lodi and LPMO agree that the term is July 1st, 2007 through September 30, 2011

Article 1.10

The City of Lodi and the LPMO agree to commence negotiations no later than (3) months prior to expiration of the MOU or three months prior to July 1st 2008 if City revenues do not increase by at least 1% (as per Article 1.6) and three months prior to July 1st 2009 if City revenues do not increase by at least 1% (as per Article 1.7) and three months prior to July 1st 2010 if City revenues do not increase by at least 1% (as per Article 1.8).

Article 1.11

The City of Lodi and the LPMO agree that the salary survey cities shall be as follows:

Chico
Clovis
Davis
Fairfield
Manteca
Merced
Modesto
Redding
Roseville
Stockton
Tracy
Turlock
Vacaville
Visalia
Woodland

Article 1.12

LPMO will dismiss, and pursue no further administrative or legal action regarding, its grievance filed in 2007 under its MOU dated July 1 2006-June 30, 2007 concerning the Lodi Mid Management Association's grant of a 4% COLA and whether that action triggered LPMO's "Me Too" clause.

Article 1.13

Except as modified herein, all other terms of the MOU shall be the same as those for the LPMO MOU effective July 31, 2003-June 30, 2007.

Article 1.14

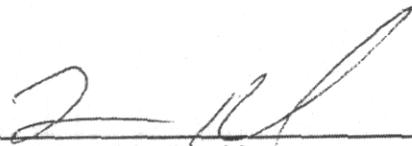
Article 35.4 of the LPMO MOU effective July 31, 2003-June 30, 2007 shall be amended to read as follows:

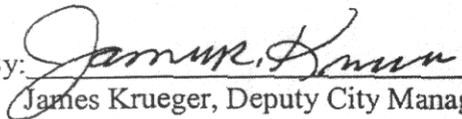
If a grievance is not resolved in Step One, Step two shall be the presentation of the grievance by the Association Representative, in writing, to the City Manager who shall answer, in writing, within fifteen work days of receipt of the grievance, the City Manager's decision shall be final and binding regarding the City's Administrative Process.

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 LPMO.

LPMO

THE CITY OF LODI, a municipal corporation

By: 
Lance Hayden, President

By: 
James Krueger, Deputy City Manager

APPROVED AS TO FORM:


D. Stephen Schwabauer, City Attorney