

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

LODI PROFESSIONAL FIREFIGHTERS

January 1, 2026 – December 31, 2028

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Exhibit A – Salary Schedule Effective January

This Memorandum of Understanding (MOU) is entered into on February _____, 2026, by and between the City of Lodi, a municipal corporation ("City"), and Lodi Professional Firefighters (LPF).

Chapter 1. Salaries and Other Compensation

ARTICLE I - TEMPORARY UPGRADE PAY

1.1 All employees in this bargaining unit who are required to work in a higher classification shall be paid an additional 5% of the employee's base rate of pay salary for all hours once 6 consecutive hours have been worked. Such temporary assignments to a higher-level position require the employee be relieved of the duties of their regular position. Temporary Upgrade Pay shall be reported as special compensation for classic member employees only. (2CCR Section 571)

1.2—Employee's assigned to the Training Division shall receive special assignment training premium pay equal to 8% of the employee's normal base pay. The special assignment pay is intended to compensate employees who are routinely and consistently assigned to train employees.

It is mutually agreed that special assignments to the Training Division are at the sole discretion of the Fire Chief and may be filled by personnel from the rank of Fire Engineer or Fire Captain. The Fire Chief may assign a Fire Captain to the Training Division if there are no interested or qualified employees. Special assignments may be for a three year term and will be reviewed annually. Extensions beyond the initial three year term may be made by mutual agreement between the Fire Chief and the LPF member assigned to the Training Division on a year by year basis.

The work schedule of employees assigned to the Training Division will be determined by the Fire Chief based on the operational needs of the Fire Department.

Engineers on special assignment in the Training Division may participate in the promotional examination for Fire Captain, if they are eligible. The special assignment to the Training Division will not preclude the Engineer from participating in the promotional examination or from being promoted to Fire Captain.

The Training Division position shall remain budgeted for at the rank of Captain.

Employees on special assignment in the Training Division will report directly to the Fire Chief, are eligible to work overtime outside of their normal work schedule, and are eligible for above class pay of 5% if assigned to work in a higher classification, pursuant to ArticleSection 1.1 the LPF MOU.

ARTICLE II – DEPARTMENT SANCTIONED TEAMS MINIMUM STAFFING

~~2.1 — The Fire Department has developed specialized teams that address a variety of special hazards and provide specialized services to the department or community. When a team is established, minimum standards for inclusion and~~

~~retention as a team member shall be developed and ratified by the Fire Chief. Effective retroactive to December 22, 2014, three percent (3%) incentive for assignment to a specialized team has been eliminated. Effective December 22, 2014, the salary ranges for all LPF classifications shall be increased by three percent (3%).~~

~~Both parties agree that the retroactive increase to the salary ranges will not result in additional retroactive contributions to the LPF member's deferred compensation account.~~

~~Each LPF member shall be assigned to one specialized team at the discretion of the Fire Chief or designee. By mutual agreement between an LPF member and the Fire Chief or designee,~~

Minimum Staffing shall be maintained at 16 per day:

<u>Truck:</u>	<u>Maintain 4 personnel</u>
<u>Engines:</u>	<u>Maintain 3 personnel</u>

~~employees may volunteer to be assigned to a secondary specialized team based on operational necessity or exigence circumstances.~~

~~2.2 The development of new teams shall require the submittal of minimum entry level and performance criteria for maintenance of membership to the Fire Chief prior to the development of the team. The Fire Chief shall have the sole discretion as to the appropriate number of members per specialized team. The department shall make every effort to develop a cadre of specialized teams to adequately address the needs of its members.~~

ARTICLE III - EDUCATION INCENTIVE

~~3.1 An incentive program shall be established with the major purpose being to encourage and reward members of the LPF to broaden their on-the-job experience with academic training in the fields of science, management and administration.~~

~~3.2 Employees who meet the following criteria are eligible for education incentive pay.-~~

~~A. Employees holding an Associate of Arts shall receive \$25.00 per month if the:-~~

~~1. AA is An employee, who has graduated from an accredited college or university with an Associates of Arts degree or its equivalent in Fire Science or related field, or;~~

~~2. AA is in a non-related field with a Fire Science Certificate from an accredited institution or; Certification shall receive education incentive pay of \$25.00 per month if the:~~

~~A.~~

~~3. TheAn employee possesses, who has graduated from an AAaccredited college or university with a Bachelor's degree and is actively pursuing a bacealaureate degree.-~~

~~B. B.~~ Employees possessing a BA or BS degree or its equivalent shall receive ~~shall receive a total of \$125~~ an additional \$100.00 per month, ~~if an employee possesses a BA degree, it is assumed that an AA is also possessed.~~

~~C. C.~~ For the purpose of this section, an accredited college or university' is accredited by one of the accreditation agencies recognized by the Secretary of the U.S. Department of Education.

~~D. D.~~ Educational incentive pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571 and 571.1 CCR.

~~E. E.~~ The following increments shall be added to the Education Incentive Program. It is agreed that the following amounts shall be paid upon verification that the individual has completed the necessary course work and has submitted a completed application to the certifying agency. Verification of course work and submittal of a completed application must be provided to Human Resources along with the request for the incentive. Incentive pay is effective the first day of the full pay period following receipt and verification of required documentation.

- ~~◇~~ Completed course work -Fire Officer..... or LFD
Company Officer Task Book \$50.00 per month
- ~~◇~~ Completed course work -Chief Officer..... or LFD
Battalion Chief Task Book \$50.00 per month
- ~~◇~~ Completed course work Fire Investigator or Level 2 Investigator-
..... \$12.50
per month
- ~~◇~~ Completed course work Fire Instructor Level 3 and Mgmt 2.E \$25.00
per month
- ~~◇~~ Completed course work Fire Prevention Officer Level 3 and Mgmt
2.E or Fire Inspector I \$25.00
per month
- ~~◇~~ Completed course work Public Education Officer Level 2 or
Community Risk Officer..... ~~\$12.50~~
~~per month~~
- ~~◇~~ ~~\$12.50~~
~~per month~~
- ~~◇~~ Certified Fire Chief \$25.00
per month

The maximum amount to be paid under this program is \$175.00 per month.

~~3.3~~ In addition to the amounts specified in Section 3.2, an additional \$25.00 per month shall be paid if the employee possesses a Hazardous Materials Specialist/ Technician certificate.

3.4—Effective October 8, 2018, LPF members who possess a Lodi Fire Department Driver/Operator certification, as outlined in the Lodi Fire Department Policy Manual Article IV Division 4.15: Section 4.15.-1, shall receive a three percent (3%) education incentive. The Driver/Operator certification is recognized by the City as an educational credential that enhances an employee’s ability to perform the duties of their position but is not a minimum qualification or job requirement.

This incentive is paid for possession of the certification, not for performance of any specific assignment or duty, and is reportable to CalPERS as **Educational Incentive Pay** pursuant to 2 CCR §571(a)(2) and §571.1.

3.5—Persons possessing the aforementioned requirements shall not receive the incentive pay until such time as evidence of course completion is produced. Incentive pay shall be retroactive back to the date of course completion or certificate earned, up to a maximum of six (6) months from the date Human Resources received and verified the required documentation. (2 CCR Sections 571 and 571.1.)

ARTICLE IV – FLEXIBLE SPENDING ACCOUNT (SECTION 125 PLAN)

Participation

Employees shall have the option of participating in the City’s Flexible Spending Account (FSA) Plan established under Section 125 of the Internal Revenue Code. Employees may elect to participate in one or more of the following plan options:

- Premium Only Plan (POP)
- Medical Flexible Spending Account (FSA)
- Dependent Care Flexible Spending Account (DCFSA)

Enrollment and Election Periods

Elections for the upcoming calendar year shall be made during the annual open-enrollment period held each November or in the event of a qualifying change in family status as defined by the Internal Revenue Code and applicable IRS regulations.

Funds elected but not used by the end of the plan year shall be forfeited by the employee in accordance with federal “use-it-or-lose-it” rules, except as otherwise provided by the carryover or grace-period provisions described below.

Carryover or Grace Period Provision

The City’s FSA may include one of the following IRS-approved options, as specified in the City’s official Section 125 Plan Document:

- A carryover provision that allows an active participant to automatically carry over up to six hundred eighty dollars (\$680) into the subsequent plan year (the allowable amount may be adjusted annually by the IRS);
or
- A grace period of up to two and one-half (2½) months following the close

of the plan year, during which eligible expenses incurred may be applied against the prior year's unused balance.

Any unclaimed funds exceeding the allowable carryover limit or not used within the grace-period timeframe shall be forfeited after the final filing date established by the plan administrator.

ARTICLE V - JURY DUTY

5.1—All full-time regular employees are granted jury duty leave with pay. Any employee who is summoned to attend any court during the time regularly required for his employment for the purpose of jury service shall be entitled, while so engaged and actually serving, to his regular compensation in addition to any jury duty compensation.

5.2—No employee shall be granted jury duty leave with pay in which such employee will be testifying in behalf of oneself or as a witness in a court of law.

5.3—An employee serving on jury duty, who is not required to be in attendance at such jury duty for more than one half of the employee's normal working day is expected to return to his regular work assignment for the balance of the day. An employee seated on a jury shall not be scheduled for regular work during the twelve hours preceding the scheduled time for jury duty.

5.4—If an employee covered by this Agreement is required by subpoena to appear in court or to give a deposition as a result of an action taken within the scope of employment with the City, that employee shall receive his full pay while so doing, with no loss of time if he/she is on regular duty. If the employee is not on duty, the City agrees to compensate that employee at one and one-half times his/her regular rate of pay, for the time spent in any appearance as required by this Article. The employee shall demand a witness fee and shall reimburse same to the City. As a prerequisite for payment to off-duty employees, the Fire Chief or his designee must be notified in writing of the off-duty appearance within seventy-two hours after the employee is subpoenaed or otherwise notified of the required court appearance. The employee shall demand a witness fee and shall reimburse the same to the City.

5.5—Voluntary Grand Jury service such as that service in San Joaquin County, is not covered by Jury Duty leave.

ARTICLE VI – MERIT INCREASES

Merit increases shall not exceed the next step of the salary range for the position's classification.

ARTICLE VII – OVERTIME (REVISED FOR OBBBA-COMPLIANCE)

7.1 – Definitions and FLSA Distinction

~~1. **FLSA Overtime.** "FLSA Overtime" means only those hours that qualify as overtime under the Fair Labor Standards Act (FLSA), including hours worked in excess of the~~

~~applicable FLSA threshold for the employee's work period, and compensated at not less than one and one-half times the employee's FLSA regular rate of pay.~~

- ~~2. **Contractual Overtime.** "Contractual Overtime" means overtime compensation required solely by this MOU and not mandated by the FLSA. Contractual Overtime includes, but is not limited to:

 - ~~• daily overtime that does not meet FLSA thresholds;~~
 - ~~• double-time provisions;~~
 - ~~• call-back minimums;~~
 - ~~• shift holdovers or early call-ins that do not qualify as FLSA Overtime, and~~
 - ~~• any other premium compensation required by this Article that exceeds FLSA requirements.~~~~
- ~~3. **Tracking Requirement.** Consistent with the One Big Beautiful Bill Act ("OBBBA"), the City shall separately track FLSA Overtime and Contractual Overtime for federal reporting purposes. Nothing in this Article shall be interpreted as expanding the City's obligations under the FLSA.~~
- ~~4. **General Rule.** Unless expressly stated otherwise, overtime rates described in this Article are **Contractual Overtime** and do not convert such hours into FLSA Overtime.~~

~~7.27.1~~ **Overtime Eligibility and Approval**

All hours worked in addition to the regularly scheduled shifts shall be paid at the rate of one and one-half (1 ½) times the ~~then~~ regular rate of the employee. Overtime work may be required of any employee to meet special or unusual needs of service beneficial to the City and community. All overtime work requires the prior approval of a supervisor. No employee on disciplinary or medical leave shall be eligible to work overtime.

~~7.3~~ **Overtime Calculation and Rounding**

Employees working overtime shall be paid in increments of 15 minutes. Time within any 15 minute increment shall be rounded off, with 0-7 minutes adjusting back to the preceding increment and 8-15 minutes adjusting forward to the next increment. Thereafter, overtime shall be compensated in increments of 15 minutes at a rate of time and one-half (1 ½).

~~7.4~~ **Compensatory~~3~~ Compensatory Time in Lieu of Overtime**

Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half (1 ½) hours for each hour worked.

~~7.5~~ **Compensatory Time Maximum**

~~7.4~~ No more than two hundred forty (240) hours of compensatory time shall be carried on the books at any time.

~~7.6~~ **Annual Compensatory Time Off Cash-Out Election**

~~To provide flexibility in managing time and income, employees may annually pre-schedule the cash-out of CTO. Each year, an irrevocable election form may be submitted to cash-out~~

~~up to 100 hours per payout period. The payout period shall occur in April and October each year, with a maximum of 100 hours allowed in each payout period (200 hours total per year).~~

~~Elections apply only to CTO earned in the following calendar year and must be submitted by December 31 of the preceding year, per Internal Revenue Service Regulations (26 CFR § 1.451-2) and Revenue Ruling 2009-31. Once submitted, CTO cash-out elections cannot be changed.~~

~~CTO cash-outs will be paid at the employee's regular rate in each April and October payout periods. HR will retain CTO cash-out election records for at least four years. Employees who do not submit a CTO cash-out election form remain in the standard CTO program and may participate in future years.~~

~~7.7~~

~~7.5~~ — Employees shall be allowed to cash out up to a maximum of 240 hours of earned compensatory time off twice per year, in April and October.

~~7.6~~ — **Compensatory Time Payout Upon Separation**

Upon separation, the employee shall be paid at the employee's current hourly rate or the average of the last three years whichever is higher, for the remaining compensatory balance.

~~7.8~~ ~~7~~ **Shift Holdovers and Early Call-Ins**

Shift holdovers and early call-ins shall be compensated at the time and one-half (1 ½) rate. These premiums constitute Contractual Overtime unless the hours independently meet FLSA Overtime thresholds.

~~7.9~~ ~~8~~ **Call-Back Pay**

Employees called to work outside their regular hours shall be paid at the rate of time and one-half (1 ½) the hourly rate for hours actually worked with a minimum guarantee of three (3) hours for each call. **The three-hour minimum is Contractual Overtime.**

~~7.10~~ ~~9~~ — **Employee-Requested Time Off Resulting in Overtime**

If an employee requests time off that would result in the need for overtime, the employee must take a minimum of three (3) hours off unless the time off is for emergency reasons or has prior approval of the Fire Chief or designee. Except for the first or last two or less hours of the shift, shift holdover or early relief would apply in these situations. Any resulting overtime is Contractual Overtime unless the hours independently qualify as FLSA Overtime.

~~7.11~~ ~~10~~ — **Temporary Assignment to FLSA-Exempt Duties**

If an ~~represented~~ employee is called upon to perform the duties of a position exempt from the Fair Labor Standards Act, all provisions of this Article shall prevail.

7.11—Effective as soon as administratively possible, the Department will implement. Such overtime shall be treated as **Contractual Overtime** unless the hours independently qualify as FLSA Overtime.

7.12—Overtime Hiring Procedures

1. First right to vacancy shall be rank for rank. If there are no members currently signed up for the overtime for the rank the vacancy has occurred, the process for filling the vacancy shall revert to the overtime method currently in place. (Current practice is that first choice for overtime goes to the member who has the longest period of time since working overtime. The employee who worked overtime last would have the last opportunity to sign up.)
2. If the vacancy is in a higher rank position, members will not be “bumped up” to create a vacancy in a lower rank.
3. If the Department over staffs and a vacancy is created; the over hire firefighter shall be scheduled to fill firefighter vacancies first.

7.13—Overtime Eligibility for 56-Hour and 40-Hour Employees

1. 56-Hour Employees (Fire Suppression).
Employees assigned to a 56-hour work schedule shall qualify for FLSA Overtime only for hours worked in excess of the FLSA threshold applicable to the employee’s designated work period under 29 U.S.C. Section 207(k). All other overtime paid under this Article, including daily overtime, shift holdovers, early call-ins, and call-back minimums, shall be treated as Contractual Overtime.
2. 40-Hour Employees (Administrative/Prevention/Support).
Employees assigned to a 40-hour work schedule shall qualify for FLSA Overtime for hours worked in excess of forty (40) hours in a seven-day workweek. All other overtime paid under this Article, including daily overtime, shift holdovers, early call-ins, and call-back minimums, shall be treated as Contractual Overtime.

~~3. No Expansion of FLSA Obligations:
Nothing in this Article shall be interpreted to modify the City’s designated FLSA work periods or to expand the City’s obligations under the FLSA. The distinction between FLSA Overtime and Contractual Overtime is for compliance with the One Big Beautiful Bill Act (“OBBA”) and related federal reporting requirements.~~

ARTICLE VIII - SALARY

8.1—The terms and conditions of this MOU shall continue in effect during the term of this MOU. The City of Lodi and LPF agree that the term is January 1, 2026 through December 31, 2028.

8.2—The parties agree if a salary survey is performed, the fifteen cities to be surveyed are as follows:

Chico	_____ Clovis	_____ Davis
Fairfield	_____ Merced	_____ Manteca
Modesto	_____ Redding	_____ Roseville
Stockton	_____ South County Fire	_____ Turlock
Vacaville	_____ Visalia	_____ Woodland

8.3—January 2026 – All LPF members to receive a three percent (3%) one-time off-salary-schedule payment (OSSP). OSSP will be calculated based on one year of employee’s base rate, no overtime included.

8.4—The City shall provide wage adjustments as follows:

Three percent (3%), effective January 4, 2027,
Three percent (3%), effective January 3, 2028

ARTICLE IX - TUITION REIMBURSEMENT

9.1—Tuition Reimbursement

—Tuition reimbursement will be provided as stated in the City’s current Tuition Reimbursement Policy. The City will not eliminate this policy during the term of this MOU. The parties agreed that employees are eligible to utilize the Tuition Reimbursement Policy after six (6) months of full-time employment with the City.

9.2—Professional Development Courses

Fire Department employees in the classifications of Firefighter/Engineer and Fire Captain shall be eligible for reimbursement of costs associated with approved professional development courses that support operational proficiency, supervisory development, or career advancement within the Lodi Fire Department. Eligible employees may receive up to \$1,000 per fiscal year, subject to a department-wide annual cap of \$25,000, with all course participation and reimbursement contingent upon Fire Chief approval. Reimbursement shall be provided upon satisfactory completion of the approved coursework.

Additional reimbursement of up to \$1,000.00 per fiscal year may occur subject to availability of funds, and upon approval of the Fire Chief. However, the course reimbursement shall not exceed a total of \$2,000.00 per employee per fiscal year.

ARTICLE X – DEFERRED COMPENSATION

Participation

Employees may participate in the City’s Deferred Compensation Plan in accordance with the provisions of Section 457 of the Internal Revenue Code. Participation shall be entirely voluntary and subject to the rules and regulations established by the plan administrator and applicable federal law.

City Contribution

The City shall match employee contributions to the Deferred Compensation Plan in an amount up to a maximum of three percent (3.0%) of the employee’s base salary.

City contributions shall be deposited into the employee's designated deferred compensation account in accordance with applicable Internal Revenue Service (IRS) regulations and the provisions of their selected plan.

Employees

ARTICLE XI - UNIFORM ALLOWANCE

~~11.1~~—The City shall, on a one-time basis, provide each ~~present and future employee~~new hire with three department approved uniform shirts and three pair of department approved uniform pants of a flame retardant fabric. After this initial issue the maintenance and replacement of the uniform is the employee's responsibility.

~~11.2~~—~~The uniform allowance shall be \$950 per year. Effective May 3, 2021, the uniform allowance shall be paid on a per pay period basis (example: \$950 / 26 pay periods = \$36.54 per pay period).~~

~~11.3~~—~~Effective January 8, 2024, the uniform allowance referenced in Section 11.2 shall be eliminated.~~

ARTICLE XII - WORKERS' COMPENSATION

~~12.1~~—In the event that a member of the LPF is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his duties, he shall become entitled, regardless of his period of service with the City, to leave of absence while so disabled without loss of salary, in lieu of temporary disability payments, if any, which would be payable under this chapter, for the period of such disability but not exceeding one year, or until such earlier date as he is retired on permanent disability pension. (State of California Labor Code, Article 7, Section 4850.)

~~12.2~~—The City shall implement Article 4850.3 of the Labor Code which provides for advance disability payments prior to receipt of industrial disability retirement allowance to the member.

ARTICLE XIII- BILINGUAL PAY

Bilingual Premium Pay

Employees designated by the Fire Chief as routinely and consistently being required to speak a language other than English in the course and scope of their employment, and who have successfully passed a bilingual proficiency examination administered by the City, shall receive a bilingual premium of two hundred dollars (\$200.00) per month. The bilingual premium shall be paid in twenty-six (26) equal bi-weekly installments of ninety-two dollars and thirty-one cents (\$92.31). For California Public Employees' Retirement System ("CalPERS") Classic members, the bilingual premium is considered special assignment compensation and shall be reported as pensionable compensation.

For Public Employees' Pension Reform Act (PEPRA) members, the bilingual premium is considered special assignment compensation and shall also be reported as pensionable compensation, consistent with California Code of Regulations (CCR) Section 571.1(b) and the CalPERS Special Compensation Reportability Table.

ARTICLE XIV- LONGEVITY PAY**~~PERS-Reportable Longevity Pay~~**

Effective December 22, 2025, after completing ten (10) ~~consecutive~~ years of service with the City of Lodi, employees shall receive a longevity incentive equal to two and one-half percent (2.5%) of their base pay.

After completing twenty (20) ~~consecutive~~ years of service with the City of Lodi, employees shall receive a longevity incentive equal to five percent (5.0%) of their base pay.

The applicable longevity incentive shall become effective on, and coincide with, the employee's anniversary date marking completion of the qualifying service period. For purposes of determining eligibility, employees must meet the required service threshold of ten (10) or twenty (20) full years of ~~consecutive~~ service with the City of Lodi, calculated based on the first day of the month in which employment commenced.

This payment is PERS-reportable, consistent with California Code of Regulations, Title 2, Section 571(a)(1), as it represents ongoing, percentage-based compensation tied to base salary. The applicable longevity percentage shall be incorporated into each eligible employee's base pay beginning effective December 22, 2025.

~~NEW~~ ARTICLE XV - Paramedic Incentive Pay

Paramedic Pay is compensation to employees who obtain and maintain certification in auxiliary medical techniques.

Effective January 9, 2023, \$50 per month stipend for employees who are certified by SJCEMSA as Paramedic Accreditation Officer (up to a maximum of six (6) accreditation officers).

~~Effective January 9, 2023, \$250 per month stipend for Fire Department personnel who are licensed Paramedics while they are seeking accreditation by SJCEMSA;~~

~~Eleven percent (11%) incentive shall be paid to Fire Department personnel who are accredited by SJCEMSA as Paramedics. The incentives are not stackable.~~

~~The City will pay for or provide all licensing, accreditation, and continuing education fees and costs associated with paramedic licensure and accreditation for all employees in the ALS program. The City will pay for or provide required continuing education for licensed Paramedics accredited by SJCEMSA at no cost to employees.~~

—Employees who are licensed and accredited Paramedics will receive overtime compensation for completing approved continuing education classes outside their normal working hours.

—Paramedic Incentive Pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571 and 571.1 CCR.

Chapter 2. Leaves

ARTICLE XVI- CATASTROPHIC LEAVE

16.1—LPF members shall be covered by and subject to the Citywide Catastrophic Leave Policy set forth in the City's current Administrative Policy Manual.

ARTICLE XVII- HOLIDAYS

17.1—Effective January 1, 2023, the holiday leave shall be increased by 12 hours for shift employees in recognition of the Juneteenth holiday and 8 hours for non-shift employees. Thereafter, January 1 of each calendar year LPF shift employees shall earn 168 hours of holiday leave, and non-shift employees shall earn 84 hours of holiday leave, in addition to 32 hours of floating holiday leave. In January of each year, every employee's holiday account shall be credited with the appropriate hours based on the employee's current shift. Employees hired mid-year or terminating mid-year shall have holiday hours credited or deducted at the rate of 6.46 hours per pay period for shift employees and 4.46 hours per pay period for non-shift employees.

17.2—A shift employee may opt to schedule holidays or to be compensated at the straight time rate for all hours of holiday leave. During the course of the calendar year, an employee who opted to use scheduled holidays may at their request, schedule a day off in lieu of cash payment. Each calendar year, ~~bargaining unit member~~employees shall be allowed to cash out holiday time in June, or the pay period in which December 1 falls. Any remaining unused holiday leave as of December 31 of the same calendar year shall be paid out at the straight time rate. Holiday cash out compensation is reportable as earned in compliant with the Public Employee's Retirement Law (PERL) and Government Code Section 20630 for all ~~bargaining unit members classify~~employees classified as a CalPERS Classic Member. Holiday cash out for CalPERS PEPRAs members are not pensionable compensation. Floating holiday hours are considered not pensionable compensation for both Classic and PEPRAs members.

17.3—The Fire Department will make every effort to avoid scheduling any non-emergency training or meetings on the following City observed holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	4 th Monday in May
Juneteenth	June 19

Independence Day	July 4
Labor Day	1 st Monday in September
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving Day	Friday following Thanksgiving Day
Christmas Eve (four hours)	December 24
Christmas Day	December 25

17.4—Nothing in this MOU is construed to change the manner in which holidays or vacations are scheduled.

17.5—It is mutually agreed that two represented employees per shift shall be allowed to schedule vacations or holiday time. Leave for sickness, injury, or leave for school shall not effect this time off. Additional extended leave for school will may be approved on a case-by-case basis by the LPF Executive Board.

17.6—Holiday Pay is for Additional compensation for employees who are required to work on city observed holidays because they work in positions that require scheduled staffing without regard to holidays.

employees

ARTICLE XVIII - LEAVES OF ABSENCE

Leaves of Absence are available to employees in accordance with the City’s current Leave of Absence policy.

ARTICLE XIX - SICK LEAVE

19.1—Shift employees shall accumulate sick leave with pay at the rate of 5.54 hours per pay period. Employees working a 40-hour week shall earn 3.70 hours per pay period.

19.2—Sick leave accumulation shall be unlimited.

19.3—For shift employees one working day is defined as 24 work hours. For employees working a 40 hour week one working day is defined as 8 work hours.

19.4—Use of Sick Leave for Family-Member Care

—Employees may use accrued sick leave to care for a member of their immediate family in accordance with California’s paid sick leave laws. Each employee shall be permitted to use **not less than seventy-two (72) hours** of accrued sick leave per calendar year for this purpose, regardless of work schedule.

For shift employees assigned to a 56-hour schedule, the existing seventy-seven (77) hour annual allowance satisfies this requirement and shall remain in effect.

The City may approve additional family sick leave beyond the statutory minimum. As a general guideline, no more than one hundred twenty (120) hours of family sick leave shall be approved in a calendar year, unless otherwise required by law.

ARTICLE XX - VACATION**Non-Shift (40 hour work week) Employees:**Beginning with:

Date of Hire:	3.08 hours per pay period
6th year	4.62 hours per pay period
12th year	5.23 hours per pay period
15th year	6.16 hours per pay period
21st year	6.47 hours per pay period
22nd year	6.78 hours per pay period
23rd year	7.09 hours per pay period
24th year	7.40 hours per pay period
25th year	7.71 hours per pay period

Non-Shift (40 hour work week) Employees hired after February 28, 2020 shall accrue vacation as follows:

Beginning with:

Date of Hire:	3.08 hours per pay period
6th year	4.62 hours per pay period
12th year	5.23 hours per pay period
15th year	6.16 hours per pay period

Shift (56 hour work week) Employees:Beginning with:

Date of Hire:	5.54 hours per pay period
6th year	8.31 hours per pay period
15th year	11.08 hours per pay period
21st year	11.65 hours per pay period
22nd year	12.20 hours per pay period
23rd year	12.76 hours per pay period
24th year	13.32 hours per pay period
25th year/above	13.88 hours per pay period

Shift (56 hour work week) Employees hired after February 28, 2020 shall accrue vacation as follows:

Beginning with:

Date of Hire:	5.54 hours per pay period
6th year	8.31 hours per pay period
15th year	11.08 hours per pay period

Annual Vacation Cash-Out Election

~~To provide flexibility in managing time and income, employees may annually pre-schedule the cash-out Members of accrued Vacation hours. Each year, employees may submit an~~

~~irrevocable election to cash out LPF will have the option of cashing out any vacation time in excess of two tours (96 hours) of duty. Members must utilize at least two tours of their vacation time each year. Employees may elect one or two payments within the calendar year, as aligned with the City's payroll schedule.~~

~~Elections apply only to Vacation earned in the following calendar year and must be submitted by December 31 of the preceding year, consistent with IRS Regulations (26 CFR §1.451-2) and Revenue Ruling 2009-31. Once submitted, elections are final.~~

~~Cash-outs occur on the City's regular April and October payrolls, or Members may request a cash out of vacation time at other times designated by the City, and are paid at the employee's regular rate of pay, including any applicable premiums or differentials under the FLSA.~~

~~time. The Human Resources Department will retain all election forms for a minimum payout of four (4) years to ensure audit and compliance. Employees who do not submit an election will remain in the standard Vacation accrual program and may elect to participate in future years vacation time shall be at straight time pay on the first regularly scheduled pay check following the request. All requests shall be made in writing to the Finance Division.~~

Optional Existing Balance Cash-Out

~~At its discretion, the City may authorize cash-outs of previously accrued Vacation from prior years. Such discretionary payments are treated as regular wages and are not subject to pre-election rules.~~

The maximum amount of unused vacation hours an employee may accrue, at any given time is twice the employee's annual vacation rate. Whenever an employee's unused, accrued vacation time has reached this maximum accrual amount, the employee shall stop accruing any additional vacation time. Accrual will automatically resume once the employee uses some vacation time and the accrual balance falls below the maximum accrual amount.

Chapter 3. Insurance and Retirement

ARTICLE XXI – Cafeteria Plan

City Medical Contribution

The City shall contribute an amount equal to ninety percent (90%) of the premium cost of the lowest-cost CalPERS HMO plan available within ZIP Code 95240 toward each eligible employee's health insurance coverage by enrollment category.

This contribution shall be adjusted annually, effective the first pay period in January, based on CalPERS premium rates.

Employees who select plans costing more than the City's contribution shall pay the premium cost difference through payroll deductions.

Eligibility

Regular full-time employees are eligible to participate in the Cafeteria Plan beginning the first day of the month following hire.

Employee's eligible dependents may be enrolled in accordance with CalPERS and the employee's selected plan rules.

Changes in health insurance coverage may occur only during the City's open enrollment period or following a qualifying event as defined under Internal Revenue Code Section 125.

Health Insurance coverage ends the last day of the following month in which employment terminates, unless continued under Consolidated Omnibus Budget Reconciliation Act (COBRA).

Eligible Benefits

Below are City contributions under this Article may be applied made to the following benefits Cafeteria Plan:

- Medical Insurance
- Vision Insurance
- Chiropractic Services

Administration and Opt-Out

The Cafeteria Plan shall be administered in accordance with Internal Revenue Code Section 125 and applicable CalPERS regulations.

Employees providing proof of alternate qualifying medical coverage may opt out of City-provided medical insurance and will receive the applicable opt-out or cash-in-lieu benefit as described in Article XXIV – Health Insurance.

All employees are offered medical insurance for themselves and their eligible dependents through CalPERS medical plans.

Health Insurance:

Effective January 1, 2026, the City shall contribute an amount equal to ninety percent (90%) of the premium, by enrollment category, for the lowest-cost HMO plan available in ZIP code 95240. Employees shall be responsible for the difference between the City’s contribution and the premium of the plan the employee selects. Employee contributions shall be collected through payroll deductions. Employees may elect to have premium deductions withheld from pre-tax wages through the City’s Flexible Spending Account benefits Premium Only Plan (POP) as described in Article XX below.

The City’s ninety percent (90%) contribution and corresponding ten percent (10%) employee contribution shall be reviewed annually and any necessary adjustments would be implemented at the first pay period in January to reflect any changes in premium rates for the lowest-cost HMO plan available in ZIP code 95240. The City’s contribution percentage shall not be reduced below ninety percent (90%) without mutual agreement between the City and the LMPOLPF bargaining unit.

Employees who elect to waive medical insurance coverage through the City shall receive an additional “cash in lieu” of medical benefits amount as follows:

- \$692.81 per month for family coverage
- \$532.92 per month for employee + one dependent coverage
- \$305.22 per month for single coverage

—The monthly cash-in-lieu amounts shall be divided equally between the two pay periods each month and paid, at the employee’s option, either as a flat taxable cash amount or as a contribution to the employee’s deferred compensation account. To be eligible for cash-in-lieu, an employee must provide the City with proof of other qualifying group medical insurance coverage.

Eligibility

Employees shall become eligible for medical insurance on the first day of the month following the date on which they become full-time regular employees of the City.

ARTICLE XXII - DENTAL , VISION AND CHIROPRACTIC INSURANCE

Dental Coverage

Employees shall be provided fully paid family dental insurance. The City shall pay the full cost of the dental insurance premium for the employee and all eligible dependents.

The City reserves the right to select or change the dental insurance administrator or plan provider, provided that the level of benefits remains substantially equivalent to those provided under the existing plan.

Benefits

Maximum dental benefits shall be one thousand two hundred fifty dollars (\$1,250) per calendar year for each family member enrolled in the dental plan. A twenty-five dollar (\$25) deductible and applicable co-insurance provisions shall apply.

The City shall provide orthodontia benefits with a lifetime maximum benefit of one thousand two hundred fifty dollars (\$1,250) for each eligible family member covered under the dental plan.

VISION CARE INSURANCE

The City shall contribute to the Cafeteria Plan a dollar amount equal to the premium necessary to provide employees with vision care insurance through the Vision Service Plan (VSP) by enrollment category (Employee, Employee +1 or Family). The services covered and the amount of coverage shall be as outlined in the VSP Summary of Benefits.

The City reserves the right to select or change the vision insurance carrier, provided that the level of benefits remains substantially equivalent to those provided under the existing plan.

Employees may opt out of City provided Vision Care and apply the City contribution towards medical premiums.

CHIROPRACTIC SERVICES

The City shall contribute to the Cafeteria Plan a dollar amount equal to the premium, by enrollment category (Employee, Employee +1 or Family), necessary to provide employees and their eligible dependents chiropractic services under the City's Chiropractic benefit program. This benefit allows for up to a maximum of forty (40) visits per calendar year.

A co-payment of ten dollars (\$10.00) per visit shall apply for each covered chiropractic service.

Employees may opt out of City provided Chiropractic Care and apply the City contribution towards medical premiums.

Continuation of Coverage

The City's contribution toward group dental, orthodontia, chiropractic, and vision insurance shall continue only while the employee remains in paid status or during periods of legally protected leave, including the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL).

ARTICLE XXIIIV - RETIREMENT PLAN

24.1—The City provides retirement benefits through the California Public Employees Retirement System (CalPERS). Employees shall receive the following retirement benefits. The following plan is available to employees hired prior to December 22, 2012 and deemed to be “classic” employees by CalPERS:

- Public Safety 3% @ 50 plan
- 1959 Survivor benefits - 3rd Level
- Single Highest Year
- Credit for Unused Sick Leave
- Military Service Credit
- 2% Annual Cost of Living (COLA) Increase
- Employee shall pay the full employee member contribution of 9% of salary plus a three percent (3 %) cost share of the employer’s normal cost, for a total contribution of twelve percent (12 %).

24.2—For employees hired after December 22, 2012 and deemed to be “classic” employees by CalPERS, the following retirement plan will apply:

- Public Safety 3% @ 55 plan
- 1959 Survivors Benefit – Third Level
- Average of three highest consecutive years
- Credit for Unused Sick Leave
- Military Service Credit
- 2% Annual Cost of Living (COLA) Increase
- Employee shall pay the full employee member contribution of 9% of salary plus a three percent (3 %) cost share of the employer’s normal cost, for a total contribution of twelve percent (12 %).

24.3—For employees hired after December 31, 2012 and deemed “PEPRA” employees, the following retirement plan will apply:

- Public Safety 2.7% @ 57 plan
- 1959 Survivors Benefit – Third Level
- Average of three highest consecutive years
- Credit for Unused Sick Leave
- Military Service Credit
- 2% Annual Cost of Living (COLA) Increase
- Employee shall pay the full employee share of retirement costs as calculated by PERS in its annual actuarial valuation

24.5—Classic Member Cost Sharing

Effective July 6, 2026, in accordance with California Government Code Section 20516(a), each Classic employee (Tiers One and Two for Public Safety) shall contribute on a pre-tax

basis a three percent (3 %) cost share of the employer’s normal pension cost, in addition to the CalPERS statutory member contribution.

Total pension contribution: twelve percent (12 %) for Public Safety/Sworn. The City and LPF agree that these cost-sharing provisions satisfy Government Code Sections 20516 and 20516.5 requirements.

———**PEPRA Member Cost Sharing**

Effective July 6, 2026, in accordance with California Government Code Section 20516(a), all employees deemed “New Members” under PEPRA) shall contribute, on a pre-tax basis:

- The greater of twelve percent (12 %) or the retirement cost as calculated by CalPERS in its annual actuarial valuation (one-half of the normal cost of pension).
- The parties mutually recognize and acknowledge that these provisions satisfy Government Code §20516.5.

24.6—All members in LPF agree to pay an additional one percent (1%) towards the employer’s share of CalPERS normal pension cost (cost-sharing) effective in each of the first full pay periods in July 2020, January 2021 and January 2022. PEPRA employees will pay a maximum of fifteen percent (15%) combined between the employee’s share of PEPRA and any cost-sharing of the employer’s normal pension cost, unless and until the employee’s normal PEPRA costs exceed fifteen percent (15%). **This provision expires July 5, 2026.**

24.7—**Medical Expense Reimbursement Plan**

———~~Effective within 90 days of the adoption of this agreement, the~~———The City will support the implementation of a mutually agreed upon Medical Expense Reimbursement Plan (“MERP”). The purpose of the MERP shall be to provide for retiree health expense reimbursement benefits. Upon implementation, the City and LPF agree that contributions to the plan will be confined to areas of compensation already outlined within this Memorandum of Understanding that are otherwise available to the employee.

The LPF shall reserve the right to select the program and administrator for their post-employment health care needs. The LPF will indemnify and release the City from any and all liabilities associated with MERP participation.

The City’s administrative responsibility to the MERP shall be limited to the coordination of payroll deductions and the remittance and reporting of contributions to the MERP administrator. The City shall not incur any direct administrative fees and will only consider a qualifying plan recognized under the Internal Revenue Code.

ARTICLE XXIV - SICK LEAVE CONVERSION

A retiring employee will be able to convert unused sick leave to service credit for CalPERS retirement purposes, per Government Code Section 20965.

ARTICLE XXVI – VISION CARE

~~26.1—The City shall provide and pay for a vision care plan underwritten by VSP or comparable vision care plan. Such comparable vision care plan shall be the same as the plan offered to mid and executive management employees in the City. The plan shall have a \$25 deductible, shall provide annual examinations and lenses. Frames are available every two years.~~

ARTICLE XXVII – SURVIVOR BENEFITS

27.1—The City shall continue providing health benefits for the surviving spouse and minor dependent children, under the same terms and conditions provided prior to the death, of any member of the LPF who is killed or dies during the performance of their duties. Minor dependents shall continue to receive benefits under the coverage provided the surviving spouse or, if there is no surviving spouse, until the age of 21 years. Premiums will be paid at the current rate in effect at the time of the member's death. Premiums will continue to be paid by the City until such time as the surviving spouse is covered by other insurance or remarries, and for dependent children of the member killed in the line of duty until such time as either:

1. The dependent children are over the eligible age limit, or
2. The dependent children are covered under other alternative medical coverage provided by and through the surviving spouse or person who he/she marries.

Chapter 4. Safety

ARTICLE XXVIII - SAFETY COMMITTEE

28.1—A six-member Joint Safety Committee shall be formed to include three members of the LPF. This committee shall be charged with reviewing and making proposed solutions to items relating to safety standards, equipment, procedures, clothing and other safety related matters.

Chapter 5. Work Hours, Schedules, Meals

ARTICLE XXVIIX- 56-HOUR WORK WEEK

29.1—Work Schedule and FLSA Work Period

Employees assigned to a 56-hour work week shall work a schedule consisting of two on-duty 24-hour shifts in each six-day cycle.

For purposes of the Fair Labor Standards Act (FLSA), the City hereby affirms and continues its designation of a 24-day work period, consistent with 29 U.S.C. §207(k). ~~The City's 24-day work period begins at 12:01 a.m. on January 1, 2026, and recurs every twenty-four (24) days thereafter.~~ This designation shall remain in effect unless modified in writing.

Under the FLSA, the maximum number of non-overtime hours in each 24-day work period is **one hundred eighty-two (182) hours**. Hours worked in excess of 182 hours in a designated work period shall be treated as FLSA Overtime. All other overtime paid under this MOU shall be treated as Contractual Overtime.

For purposes of overtime calculations under the FLSA, sick leave, vacation leave, compensatory time, and holiday leave shall be counted as hours worked only for overtime compensation purposes. It shall be treated as contractual overtime and to the extent required by law.

29.2—Pay Calculation Upon Separation

If an employee assigned to a 56-hour work week schedule separates from employment during a two-week payroll cycle, the employee's pay for that cycle shall be computed by multiplying the number of days between the first day of the payroll cycle and the last shift worked by eight (8) hours, or the number of hours actually worked in that payroll cycle, whichever is greater.

29.3—Administrative Captain ~~Training Officer~~ Schedule

The ~~Administrative Captain~~ Training Officer shall be assigned to a 40-hour work week. All holiday, vacation, and sick leave benefits for this position shall be based on a 40-hour schedule rather than a 56-hour schedule.

29.4—Conversion of Leave Balances Between 40-Hour and 56-Hour Schedules

Effective May 25, 2015, the following formulas shall be used to convert accrued leave balances when an employee moves between a 40-hour work week and a 56-hour work week:

- **Conversion** from 40 to 56 hours: multiply by 1.4
- **Conversion** from 56 to 40 hours: multiply by 0.7143

Thereafter, leave accruals shall be earned based on the employee's assigned work schedule.

ARTICLE XXVIII - SHIFT TRADES

30.1—It is mutually agreed that each employee may trade shifts.

———A firefighter while on initial probation may initiate shift trades for a hardship, in writing, with approval from their Captain and Battalion Chief. Shift trades for probationary firefighters are acceptable for attendance at approved training classes or seminars only.

30.2—It is expressly understood that shift trades are requested by employees on a voluntary basis and are granted exclusively for employee convenience.

30.3—A shift trade commitment shall be considered the equivalent of the employee's regularly assigned work day. Any member of the bargaining unit who agrees to a shift trade, but fails to report to work the agreed shift without a valid excuse may be subject to disciplinary action. An employee who agrees to exchange time with another employee and who then fails to report to work the agreed time because of illness, or who reports, but leaves early due to illness, may be required to provide a doctor's note to verify the illness.

30.4—In the event that the person who had agreed to work is unable to do so, he/she shall make the necessary arrangements to fulfill the obligation. This can be accomplished by: trading with another employee meeting the shift trade requirements; forfeiting sick, holiday, compensatory time, or vacation time, whichever is appropriate based on department policy; or injury leave if appropriate.

Chapter 6. Association/City Issues

ARTICLE XXIXI - ALCOHOL, SMOKING AND DRUGS

31.1—Employees of the LPF are strictly prohibited from using tobacco of any kind while on duty or representing the City of Lodi in any capacity. Employees are also prohibited from regular or excessive use of tobacco on their personal time. Occasional personal use of tobacco is permitted.

31.2—The LPF shall be covered under the *Drug-Free Workplace* policy and procedure. In addition, the LPF shall be covered under the *Drug and Alcohol Testing* policy and procedure with the exception of random testing. (Section 34520(e) of the California Vehicle Code exempts fire employees from the provisions of the Omnibus Transportation Employee Testing Act of 1991.)

31.3—In the event an employee is involved in an accident while operating a City vehicle the employee shall not leave the scene of the accident until a determination for drug and/or alcohol testing has been made by the appropriate supervisor.

31.4—In the event an employee is being referred to drug and/or alcohol testing, the employee shall have the right to representation or a witness. The witness may include an on-duty employee, as long as there is no interference with business necessity.

31.5—Supervisors directing an employee to drug and/or alcohol testing shall document at the time of direction the reason(s) for such determination of the *Reasonable Suspicion Test* form, and present that form to the employee.

31.6—The reporting of prescription medication being taken by an employee to his/her supervisor shall be kept in confidence.

31.7—In the event an employee's locker or storage area is to be searched, the employee shall have the right to representation or a witness. The witness may include an on-duty employee, as long as there is no interference with business necessity.

31.8—If a member of the Fire Department has a drug, tobacco or alcohol problem or dependence, the City shall pay the difference between the employee's insurance and the cost of an appropriate rehabilitation program.

31.9 All supervisory employees, including those in the rank of Fire Captain, shall attend training on making a reasonable suspicion determination of being under the influence of drugs and/or alcohol, and the appropriate referral process. Such training shall be provided by the City of Lodi. Non-supervisory employees may attend the training provided that there is adequate attendance capacity, and that the cost of the training shall be borne by the employee.

ARTICLE XXXII - CITY RIGHTS

32.1—It is further understood and agreed between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include, but are not limited to, the exclusive rights:

- ◇ to determine the mission of its constituent departments, commissions and boards;
- ◇ to set standards of service;
- ◇ to determine the procedures and standards of selection for employment;
- ◇ to direct its employees; to maintain the efficiency of governmental operations;
- ◇ to determine the methods, means and personnel by which government operations are to be conducted;
- ◇ to take all necessary actions to carry out its mission in emergencies; and
- ◇ to exercise complete control and discretion and the technology of performing its work.

32.2—City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications; provided, however, that the exercise by the City of the rights in this paragraph does not preclude employees or their recognized employee organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

32.3—Per Side Letter dated September 14, 2011: The Lodi Professional Firefighters (LPF) recognizes and accepts the City’s right to determine the procedures and standards of selection for promotion. This recognition does not preclude the LPF from discussing with the City the LPF’s point of view as it relates to the timeliness and necessity of promotions. The merits of each promotion should be discussed by both parties with the intent of reaching an understanding. It is the LPF’s contention that economics is one component and should not be the sole deciding factor when determining whether to promote or not. It is through joint discussions that the City and the LPF believe resolution can be found.

ARTICLE XXXIII – COMPLETE AGREEMENT

33.1—The parties acknowledge that during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the scope of negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the MOU. Any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

33.2—Per the Side Letter signed on May 20, 2004: Except as required by operational/or business necessity impacting City employees as a whole, there shall be no changes to the Rules for Personnel Administration during the term of this MOU. This does not prevent the parties from mutually agreeing to meet and confer over proposed changes to the Rules during the term of this MOU.

ARTICLE XXXIV - CONCERTED ACTIVITIES

34.1—Represented employees agree that they shall not strike, withhold services, engage in “slowdowns” or “sick ins” or participate in any other form of concerted activity which is intended to or which does adversely affect job performance or rendering of City services.

ARTICLE XXXIII - EMPLOYEE REPRESENTATION

35.1—This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into between representatives of the City of Lodi (hereinafter referred to as "City") and representatives of the Lodi Professional Firefighters (hereinafter referred to as "LPF").

The parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Section 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this MOU.

The terms and conditions of this MOU are applicable to those employees in those positions represented by the LPF of the City of Lodi, i.e., Firefighter I, Firefighter II, Fire Engineer, and Fire Captain. It is mutually agreed that wages, hours, and other terms and conditions of employment of such employees shall be as hereinafter set forth. Except as specifically stated in this Memorandum, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

The terms and conditions of this MOU shall continue in effect during the term of this MOU.

35.2—The City and the LPF mutually agree that the City shall grant dues deduction to City employees who are members of the LPF in accordance with the terms and conditions set forth in Section 4, Rule 2 of City of Lodi Resolution No. 3344 entitled "Adopting Rules and Regulations to Implement Provisions of the Employee-Employer Relations Resolution." The LPF shall indemnify, defend and hold the City of Lodi harmless against any claims made and against any suit instituted against the City of Lodi on account of check-off of said employee organization's dues. In addition, the LPF shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.

Changes in the LPF membership dues rate shall be certified to the City, in writing, over the signature of the LPF President. The change shall be implemented as soon as practicable, but in no event later than thirty (30) days after the notification.

35.3—LPF shall maintain exclusive representation rights during the term of this MOU. Every employee covered by this MOU who is a member of LPF twenty (20) days after the signing of this MOU shall maintain his or her membership in good standing in accordance with the Constitution and Bylaws of the LPF during the term of this MOU.

35.4—No employee covered by this Memorandum of Understanding shall be discriminated against by the City or by the Union with respect to any job benefits or other conditions of employment accruing from this agreement because of union membership, non-membership in the union, race, color, sex, creed, national origin, marital status, disability or political affiliation. It is understood that violations of this section are not subject to arbitration.

35.5—The City shall make available a period of ~~thirty (30)~~sixty (60) minutes during each new employee orientation session for the LPF to meet with newly hired employees in represented classifications. The purpose of this time shall be to

educate new employees regarding their rights, benefits, and responsibilities under this MOU and the benefits of LPF membership.

The specific date, time, and location of the LPF orientation session shall be coordinated between the Fire Chief and the LPF President.

The City shall provide the ~~LPI~~LPF with at least ten (10) calendar days' advance notice of the start date of any new hire into a represented classification. An exception to the ten (10)-day advance notice requirement may be made when an urgent operational need exists that is critical to City operations and not reasonably foreseeable.

The City and the ~~LPMO~~LPF acknowledge that this section fully satisfies the parties' obligations to meet and confer under Government Code Section 3557 concerning new employee orientation.

35.6—The City and LPF agree and understand that if any section of this MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity shall be resolved in favor of the MOU language. If the MOU is silent on an issue, the current applicable document (i.e. policy manual) is controlling.

35.7—Beginning January 1, 2014, and each January 1 thereafter, the Lodi Professional Firefighters Association will notify the City of the hours to be deducted from each member's last pay check in February (not to exceed 10 hours annually) for the Union Leave Bank. The hours will be deducted from the employee's holiday leave bank. Requests to use another leave bank must be submitted to payroll two (2) weeks prior to the deduction date. If at any other point in the year a member chooses to donate additional hours to the Union Leave Bank, beyond the 10 hours, they will be allowed to do so on written notice to LPF and the Finance Division. Union Leave Bank hours may not exceed more than 600 hours on a yearly basis. The President of the Lodi Professional Firefighters shall designate members that can use the hours. Hours may be donated from member's vacation leave, holiday leave or compensatory time off. The Union Leave Bank shall be charged an equivalent amount of time required to cover the absence of the member utilizing the LPF bank, including any overtime required to cover the shift.

ARTICLE XXXIV - GRIEVANCE PROCEDURE

36.1—This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, and formal interpretations and clarifications executed by the LPF and the City.

The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

The term "day" means a working day i.e. Monday through Friday excluding fixed City Hall closures.

A grievance is a good faith complaint of one or a group of employees or a dispute between the City and the LPF involving the interpretation, application, or enforcement of the express terms of this MOU and other express written terms and conditions of employment or clear past practices.

As used in this procedure, the term "party" means an employee, the LPF, the City or the authorized representatives of any party. The employee is entitled to representation through all the steps in this procedure.

Matters of discipline are to be handled exclusively in accordance with the provisions of section 36.4.

36.2—INFORMAL PROCEDURE

The informal procedure must be used as an initial step in all grievances. An employee or their representative having a grievance arising from employment in the municipal service shall seek adjustment of the grievance initially through verbal contact with their immediate supervisor within twenty (20) working days of the date of the action being grieved, or the date the grieving party became aware of the incident which is the basis of the grievance. The employee or his/her representative shall state the nature of the grievance and any pertinent information required for the supervisor to sufficiently investigate the incident and resolve the grievance. Should the immediate supervisor be unable to make a satisfactory adjustment, the employee or their representative may seek adjustment through verbal contact to the next higher level of supervision up to and including the Fire Chief. The time allowed between steps in this process is ten (10) working days. All verbal contacts shall be documented as to the date, time and place of the contact.

In matters involving disputes between two employees (including personality conflicts between an employee and his/her supervisor), the two employees should meet in an attempt to resolve their differences. If they cannot resolve the issues between themselves, the complaint procedure outlined in the Lodi Fire Department Policy Manual shall be used as the Informal Grievance Procedure.

Should the employee progress through the above steps and find that the Fire Chief is unable to make a satisfactory adjustment within the time frame given, or is a party to the grievance, the employee or his representative may seek adjustment through the Formal Grievance Procedure.

36.3—FORMAL PROCEDURE

An employee who has not received satisfactory adjustment through the use of the Informal Grievance Procedure may, within ten (10) working days of the last time deadline of the Informal Procedure, file a Formal Grievance. Initiation of the formal grievance procedure requires that the grievance be submitted in writing. The steps of the Formal Grievance Procedure are as follows:

Step A: Class Action Grievances or a Lodi Fire Department Grievance Form is filed with the Fire Chief. If satisfactory adjustment is not attained the employee

or his/her representative may proceed to Step B within ten (10) working days.

Step B- Class Action Grievances or A Lodi Fire Department Grievance Form is filed with the City Manager. The City Manager or designee shall investigate the grievance and shall respond in writing within ten (10) working days. If satisfactory adjustment is not attained the employee or his representative may proceed to Step C within ten (10) working days.

Step C If the grievance is not resolved by the City Manager or designee, arbitration shall be the final level of appeal for grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other avenues of appeal are waived. If arbitration is chosen the City must be notified by the grievant or his/her representative within fifteen (15) working days following the City Manager's decision.

Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five (5) arbitrators from which the City and the LPF shall alternately strike names until one (1) name remains; this person shall be the arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five (5) arbitrators, the same request shall be made of the American Arbitration Association.

To insure that the arbitration process is as brief and economical as possible, the following guidelines shall be adhered to:

1. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.
2. Both parties and the arbitrator may tape record the hearing.
3. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.
4. The parties may agree to prepare a joint letter submitting the issue(s) in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to

arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.

5. The strict rules of evidence are not applicable but shall be of a type or kind relied upon by prudent people in the conduct of serious business and the hearing shall be informal.
6. The parties have the right to present and cross examine witnesses issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
7. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
8. The arbitrator may exclude witnesses and observers from the hearing at his or her discretion.
9. The arbitration hearing shall be held on the employer's premises.
10. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing, unless otherwise agreed to by the parties. The decision shall be in writing and shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City or management to do an act prohibited by law.

The arbitrator has no power to add to a disciplinary action.

The arbitrator's decision shall be final, binding, and precedential and the arbitrator's decision shall possess the authority to make an employee whole to the extent such remedy is not limited by law, including the authority to award back pay, reinstatement, and to issue an order to expunge the record of all references to a disciplinary action if appropriate.

If the City believes that the matter is not arbitrable and/or not grievable, the matter shall be bifurcated. The parties shall select an arbitrator to hear the issue of arbitrability only. In the event that the

arbitrator determines the matter to be arbitrable, the parties shall select a second arbitrator to hear the merits of the case.

By filing a grievance and processing it beyond the City Manager the grievant expressly waives any right to statutory remedies for the same contract remedies that were available through arbitration or to the exercise of any legal process other than is provided by the grievance/arbitration procedure for those contractual remedies under this contract. The process in a grievance beyond the City Manager shall constitute an express election on the part of the grievant that the arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant shall not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of these paragraphs to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

Allegedly discriminatory acts by the city may be addressed through the judicial system, DFEH, EEOC, and/or the City's internal complaint procedure system as provided by law. Allegedly discriminatory acts are not subject to this procedure.

36.4—GRIEVANCE INVOLVING A DISCIPLINARY ACTION

This section sets forth the exclusive means for grieving disciplinary actions in the form of a written reprimand, demotion, suspension or dismissal. In the event the employee wishes to challenge the City Manager's final decision on such discipline, the employee shall appeal the decision to binding arbitration, commencing with Step C of Article 34.3 of this MOU. All other, lesser forms of discipline shall be reviewable by the Fire Chief without a further right of appeal.

ARTICLE XXXVII - LAYOFF PROCEDURE

37.1—It is mutually agreed by both parties that the layoff procedure, incorporated in the Policy and Procedure manual, dated May 1, 1995 is included in this MOU by reference and it is further agreed that both parties interpret it to mean that time served in a higher level shall be counted at a lower level for purposes of determining order of layoff.

ARTICLE XXXVIII - PHYSICAL FITNESS AND WELLNESS PROGRAM INCENTIVE

38.1—It is agreed that the physical fitness program shall be continued and shall meet the following goals:

- ~~1. Provide a complete physical examination on an annual basis. These examinations to be performed by professional medical staff contracted for by the City.~~
- ~~2. Provide a fitness assessment which will evaluate each individual employee's fitness as compared to the YMCA normative scores which are defined as:-~~

~~"a percentage based on fitness evaluations performed by the YMCA and are categorized according to age group and sex."~~

~~The fitness assessments shall be performed by professional assessors contracted for by the City.~~

~~3. Provide an individual program of exercise based on age, sex and present physical condition.~~

~~4. Provide attainable goals for each individual which would be measurable through the fitness assessment provided.~~

~~5. Provide for in-house exercise activities.~~

~~6. Provide an exercise program which shall improve cardiovascular conditioning, body fat composition, flexibility, grip strength, abdominal strength, low back strength, chest (arm) strength, back strength, quadriceps and hamstring strength.~~

~~It is further agreed that:~~

~~1. The program shall be mandatory for all employees in the bargaining unit.~~

2. The program shall be scheduled as a high priority item and work out times shall normally be available between 0800 and 1700 hours excluding lunch period and breaks. The City shall provide adequate equipment to carry out the intent of the program.

3. The equipment used for this program is not to be used by anyone other than City of Lodi Fire personnel.

4. Confidentiality of records shall be maintained for the protection of the employees.

38.2—Employees in the bargaining unit will be eligible for a Physical Fitness and Wellness Program Incentive of \$50.00 per month, paid in the employee's regular payroll check on a bi-weekly basis, upon successfully passing an annual physical ability examination. The examination will be proctored by Human Resources. The LPF and City will collaborate on the components of the physical ability exam in order to be equivalent to the entry-level Candidate Physical Ability Test (CPAT) examination.

Employees must successfully pass each ability component within the prescribed time period to be eligible for the incentive. Employees who fail the initial examination will be allowed to re-test one time within 30 days of failing the examination. If the employee fails the re-test, the employee will not be eligible to re-test until the next scheduled annual examination.

The City will initiate the first examination and it will be conducted in fall of each year, October/November 2024 and the parties agree that is will be conducted annually thereafter, except for re-testing as stated above. ~~The examination will be conducted annually thereafter, except for re-testing as stated above.~~ Employees who successfully pass the physical ability examination will receive the Wellness Program Incentive, effective the first of the pay period following successful completion of the examination.

Employees who fail the annual testing will lose the incentive until they successfully pass the physical ability examination.

An employee’s participation in the Wellness Program Incentive is completely voluntary/ optional and shall not be punitive.

This incentive qualifies as reportable compensation under “Physical Fitness Program Incentive Pay.” (See 2 CCR sections 571 and 571.1.)

ARTICLE XXXVIIX - PROBATION

39.1 — Probationary Period

~~The New hire employees will be subject to a 12-month probationary period for newly hired and newly promoted effective upon completion of the academy. During the new hire probationary period, new hire employees shall consist of two thousand eighty (2,080) hours of actual and continuous service for be he employees assigned to a 40-hour work schedule, and two thousand nine hundred twelve (2,912) hours of actual and continuous service for employees assigned to a 56-hour work schedule.~~

~~Probationary employees shall be entitled to sick leave benefits during probation. Upon successful completion of the probationary period, employees shall be. Employees are eligible for merit increases upon completion of twenty-six (26) pay periods from date of hire.~~

39.2 — Use of Leave During Probation

Employees on initial probation may not utilize vacation accruals.

39.3 — Extension of Probation

~~The probationary period shall be automatically extended by the length of any absence of thirty (30) calendar days or more, including but not limited to leave without pay, extended sick leave, workers’ compensation leave, or any other period during which the employee is not performing actual service. The extension shall equal the total number of days absent.~~

39.4 — Appeal Rights

—— Probationary releases are appealable only to the extent required by law.

Employees who are promoted will be subject to a 12-month probationary period effective from the date of appointment. During the promotional probationary period, employees shall be entitled to sick leave benefits.

ARTICLE XXXVIII – MISCELLANEOUS

41.1—LPF and the City of Lodi will meet and confer on entry level minimum qualifications.

ARTICLE XXXIX – EMPLOYEE PERSONNEL FILES

42.1—Employees shall be provided a copy of all performance related memoranda (including performance evaluations) placed in their official personnel file which is retained in the Human Resources Department. Personnel files shall be kept in a secured location. Items that are to be removed shall be returned to the employee for disposition.

Affected employees shall be provided a copy of adverse comments placed in their personnel and/or administrative file. No employee shall have any adverse comments placed in his/her file without first reading and signing indicating awareness of such adverse comments and placement in their personnel and/or administrative file. Should an employee refuse to sign, the adverse comments will nevertheless be placed in his/her file. An employee shall have thirty (30) days within which to file a written response to any adverse comments entered into his/her official personnel file. Such written response shall be attached to and shall accompany the adverse comments. Upon written request of the employee, adverse comments in the personnel file shall be removed in accordance with the timelines prescribed below.

An employee shall be permitted at any time during regular office hours of the Human Resources Department to inspect his/her personnel file, provided notice is given to the Department which is sufficient to allow it up to three (3) of its working days to make the files available. He/she may also authorize, in writing, the Union representative to also inspect his/her personnel file provided the same advance notice is given. Such reviews shall be made in the Human Resources Department subject to the presence of a member of the Human Resources Department.

Any matters not in the official personnel file or referred to in the official personnel file shall not be used as the basis of discipline. Material in personnel files shall be regarded as confidential and disclosed only in accordance with provisions of this MOU and applicable law. Material contained in the employee's administrative file and personnel file shall be removed and destroyed at the employee's request no earlier than five (5) years after the date of discipline, unless litigation relating to such materials is pending. In the case of pending litigation, the potentially relevant material shall be retained in the files until the matter has been fully and finally adjudicated or until at least five (5) years have passed since the materials was placed in the file, whichever occurs later.

All documented disciplinary actions shall be removed from the employee's official personnel file and the Fire Department's administrative file at the employees request in accordance with the table below.

This Article shall always be in compliance with the Firefighters Procedural Bill of Rights Act (FBOR), as set forth in Government Code Sections 3255-3256, inclusive, and all other applicable provisions of California law. Any conflict between this Article and FBOR, will be resolved in favor of the provisions of FBOR, as it may from time to time be amended. Civilian employees shall not be granted any additional rights under the Firefighters Procedural Bill of Right Act beyond those stated in this Article.

42.2—Document Retention

The following table reflects the time period each documented level of discipline shall be retained in the employee's personnel file:

Level of Discipline	Considered for Promotion and Utilized in Progressive Discipline
Letter of Discussion	2 Years from Date of Discipline
Oral Counseling	2 Years from Date of Discipline
Written Reprimand	2 Years from Date of Discipline
Pay Step Reduction	3 Years from Date of Discipline
Suspension Without Pay	3 Years from Date of Discipline
Demotion	5 Years from Date of Discipline

The City shall not maintain any file that the employee does not have access to, nor shall any file be kept beyond the above timeframes except in instances where the material is subject to pending litigation as set forth in Section 42.1.

42.3—Should the City request to meet and confer over changes to this section, the LPF agrees to engage in discussions.

TO EFFECTUATE THIS MOU, the parties have caused their duly authorized representatives to execute this MOU as of the date first written above.

LODI PROFESSIONAL FIREFIGHTERS

CITY OF LODI
A MUNICIPAL CORPORATION

Trevor Lambert

James Lindsay
Fire Captain

Interim City Manager

Ryan Wentz
Fire Captain

Cristina Gonzales
Interim Human Resources Manager

Kristina Wicker-Estes

Patrick Clark
Labor Relations Consultant
Mastagni Holstedt, APC

Chief Negotiator

APPROVED AS TO FORM:

Katie O. Lucchesi, City Attorney
ATTEST: 

Olivia Nashed, City Clerk

Exhibit A – Salary Schedule**Lodi Professional Firefighters**

Salary Schedule Effective January 6, 2025

Job Class	Position	Step 0	Step 1	Step 2	Step 3	Step 4
6000	Firefighter I - 112	79,441.89				
6001	Firefighter I - 80	79,441.89				
6002	Firefighter II - 112	87,584.11	91,963.25	96,561.23	101,389.43	106,458.71
6003	Firefighter II - 80	87,584.11	91,963.25	96,561.23	101,389.43	106,458.71
6020	Fire Engineer - 80	101,390.38	106,459.83	111,782.87	117,372.01	123,240.50
6021	Fire Engineer - 112	101,390.38	106,459.83	111,782.87	117,372.01	123,240.50
6040	Fire Captain - 112	117,372.01	123,240.50	129,402.48	135,872.36	142,666.28
6041	Fire Captain - 80	117,372.01	123,240.50	129,402.48	135,872.36	142,666.28

Salary Schedule Effective January 4, 2027 - 3% Cost of Living Adjustment

Job Class	Position	Step 0	Step 1	Step 2	Step 3	Step 4
6000	Firefighter I - 112	81,825.15				
6001	Firefighter I - 80	81,825.15				
6002	Firefighter II - 112	90,211.36	94,721.93	99,458.02	104,430.93	109,652.47
6003	Firefighter II - 80	90,211.36	94,721.93	99,458.02	104,430.93	109,652.47
6020	Fire Engineer - 80	104,431.97	109,653.57	115,136.25	120,893.06	126,937.72
6021	Fire Engineer - 112	104,431.97	109,653.57	115,136.25	120,893.06	126,937.72
6040	Fire Captain - 112	120,893.06	126,937.71	133,284.60	139,948.83	146,946.27
6041	Fire Captain - 80	120,893.06	126,937.71	133,284.60	139,948.83	146,946.27

Salary Schedule Effective January 3, 2028 - 3% Cost of Living Adjustment

Job Class	Position	Step 0	Step 1	Step 2	Step 3	Step 4
6000	Firefighter I - 112	84,279.90				
6001	Firefighter I - 80	84,279.90				
6002	Firefighter II - 112	92,917.70	97,563.59	102,441.76	107,563.85	112,942.05
6003	Firefighter II - 80	92,917.70	97,563.59	102,441.76	107,563.85	112,942.05
6020	Fire Engineer - 80	107,564.93	112,943.18	118,590.34	124,519.85	130,745.85
6021	Fire Engineer - 112	107,564.93	112,943.18	118,590.34	124,519.85	130,745.85
6040	Fire Captain - 112	124,519.85	130,745.84	137,283.14	144,147.29	151,354.66
6041	Fire Captain - 80	124,519.85	130,745.84	137,283.14	144,147.29	151,354.66