

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

POLICE OFFICERS ASSOCIATION OF LODI

July 1, 2025 – June 30, 2028

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CITY OF LODI
AND
POLICE OFFICERS' ASSOCIATION OF LODI
JULY 1, 2025 – JUNE 30, 2028

This Memorandum of Understanding (MOU) is entered into on December ____, 2025, by and between the City of Lodi, a municipal corporation ("City"), and the Police Officers' Association of Lodi Mid-Management Organization (POAL).

CHAPTER 1 - COMPENSATION & WORKING CONDITIONS

ARTICLE I - SALARY

- 1.1 The Salary Schedule for employees represented by the POAL will be as set forth in Exhibit A.
- 1.2 Effective the pay period beginning December 22, 2025, the City shall provide an equity increase of three and one half percent (3.5%); effective July 5, 2027, the City shall provide a Cost of Living Increase of three percent (3%).
- 1.3 Effective the pay period beginning December 22, 2025, the City shall provide an Off Salary Schedule Payment of \$7,696.81.
- 1.4 Although the City is not required to perform a survey during the term of this MOU, the parties agree that if a salary survey is performed, the fifteen (15) cities to be surveyed shall be: Chico, Clovis, Davis, Fairfield, Merced, Manteca, Modesto, Redding, Roseville, Stockton, Tracy, Turlock, Vacaville, Visalia and Woodland.

ARTICLE II - HOURS OF WORK

- 2.1 Work Schedule: Patrol Officers, Motor Officers, School Resource Officers, and Officers assigned to Investigations shall work a 4/10 schedule.
- 2.2 Work Period: It is mutually agreed that for the purposes of compliance with the Fair Labor Standards Act (FLSA), a 207(k) exemption (29 CFR §§553.200-553.223) is declared and a fourteen (14) day work period is established for sworn personnel. This work period shall be from Monday through the second Sunday.
- 2.3 Department Right to Assign: It is mutually agreed that the City has the sole right to assign personnel, to establish hours of work and work schedules, to make changes to those schedules, to schedule employees off on compensatory time, and to schedule holidays and vacations, all

depending on the "needs of the service". Temporary changes to an employee's schedule must be noticed at least forty-eight 48 hours' in advance of the change.

2.4 Split Shifts: The City and the POAL mutually agree that split shifts are very stressful and may cause health problems. Consequently, officers shall not work split shifts except during cases of an emergency nature. Specifically, and for training purposes only, this provision does not apply to the Canine Officer assigned to Graveyard with Thursdays and Fridays off in order to better facilitate training.

2.5 Scheduled Leave: Beginning in January, all employees in the classification of Police Officer Trainee, Police Officer, and Police Corporal, shall select their preferred days off sequence, holidays, and vacation time off for at least a one (1) year period on the basis of their seniority and the "needs of service" of the Department, as follows:

- Employees assigned to patrol shall be allowed to pick their days off sequence, shift, beat, holidays, and vacation time off based on their departmental seniority. Police Corporals shall be allowed to pick their days off sequence and shift based on their seniority within the rank of Corporal. The selections for beat, holidays, and vacation time off shall be based on their departmental seniority. Departmental seniority shall be defined as the total time in service as an employee in the POAL bargaining unit. Should an employee represented by the POAL leave the unit for any reason and return to the unit within twelve (12) months, seniority shall be calculated as if the employee never left the bargaining unit.
- K-9 officers assigned to patrol shall pick their days off sequence and shift based on the needs of service for the Department. The selections for beat, holidays and vacation time off will be based on their Departmental seniority.
- Employees assigned to a special assignment which includes Investigations, Traffic, Bicycle Patrol, and School Resource shall pick their days off sequence, vehicle assignment, holidays and vacation time off based on their seniority within their respective unit.

Nothing in this section prevents the Department from assigning personnel based on the needs of service for the Department as determined in the sole discretion of the Police Chief.

- 2.6 Shift Differential Pay: Officers assigned to work the graveyard shift shall receive shift differential pay in the amount of two and one-half percent (2.5%) of their base rate of pay. The graveyard shift is considered hours worked between 8:30 p.m. to 6:30 a.m.

ARTICLE III - OVERTIME

- 3.1 Definition: Overtime work may be required of any employee in order to meet special or unusual needs of service beneficial to the City and community. All overtime work requires the prior approval of a supervisor. Overtime is defined as the number of hours worked in excess of the normal weekly schedule of work hours illustrated below:

Work Schedule

10 hours per day, 4 days per work week

9 hours per day*, 9 days per work period

Overtime

over ten hours in a day

over nine hours in a day

*In this work schedule (a "9/80 work schedule") there is one day in the pay period where employees work an eight (8) hour day rather than 9. For purposes of overtime eligibility, hours worked in excess of eight (8) hours on this day shall be considered overtime.

- 3.2 Rounding: Overtime hours shall be reported and paid at the rate of one and a half (1.5) times regular rate of pay, or any greater amount as required by law, in quarter hour (1/4) increments with less than seven and one-half (7.5) minutes rounded down to the next quarter hour increment and over seven and one-half (7.5 minutes) rounded up to the next quarter (1/4) hour increment.
- 3.3 Overtime Assignment: In scheduling overtime, the Department shall utilize the following Overtime Call-Out procedures.

- Emergency Overtime Call-Out Procedure

In the case of an emergency requiring immediate response of personnel, any employees summoned through personal contact, a message, or a page to work, shall respond promptly.

If a reasonable excuse exists that precludes the employee's response, they shall advise the supervisor requesting a response. It shall remain the discretion of the supervisor whether or not to require an employee to work Emergency Overtime.

- Short Notice Overtime

Any supervisor, upon realizing the need for personnel with less than 24 hours' notice, may initiate this procedure. The supervisor will first seek to utilize on duty employees for "hold over" hours or next shift employees for an "early in" hours. In the event that the use of on duty or early in employees would necessitate these employees to work excessively long shifts, the supervisor shall attempt telephone contact with other available employees as set forth in the Call-Out Procedure below, then utilize on-duty employees in another assignment who are capable of performing the work.

- Call-Out Procedure

Should an overtime assignment remain vacant following the use of the Short Notice Overtime procedure, the supervisor shall begin a call-out of the least senior employee who has had at least one (1) day (twenty-four (24) consecutive hours) off in the last seven (7) days.

Seniority for Short Notice Overtime will not apply and will be "First Come, First Served". Bypassing of the seniority procedure only applies to Short Notice Overtime.

- Scheduled Overtime Sign-Up Lists

The supervisor responsible for scheduling shall post a sign-up for scheduled overtime. Generally, the overtime assigned by this procedure is for foreseeable overtime; i.e., training, vacations, injuries, vacancies, special assignments, etc.

The list will remain posted for five (5) days. Employees may sign up for overtime beginning with the most senior employee. Overtime will be posted in minimum increments of half shifts, i.e., four (4) hours, five (5) hours, or six (6) hours.

Should all overtime assignments not be filled through the Scheduled Overtime Sign-Up List, the scheduling supervisor shall assign the least senior qualified employee available, whether or not that employee is on the Scheduled Overtime Sign-Up List, provided that the employee is assured at least one (1) day (twenty- four (24) consecutive hours) off in each seven (7) day period.

Change of Scheduled Overtime Procedure

If the City or POAL proposes a different procedure for handling scheduled overtime during the term of the MOU, the City agrees to meet and confer with the POAL on the proposal. The parties must mutually agree on the change.

Maximum Hours

The following limitations of Short Notice and Scheduled Overtime are prescribed:

- No employee shall be scheduled to work more than fourteen and one-half (14.5) consecutive regular hours in one day, except in emergency or extraordinary circumstances.
- No employee shall be scheduled to return to work without eight (8) hours between assignments.
- An employee shall not be assigned to work overtime "out-of-class" without permission from the Police Chief or designee.
- The Police Chief or designee may exclude any individual from an overtime assignment if in their estimation the individual does not possess the skills or abilities to achieve the desired objective of the particular assignment.

ARTICLE IV – REST AND MEAL PERIOD

- 4.1 Rest Period Between Shifts: The intent of the rest period is to ensure that the officer is adequately rested for their assigned work shift.
- a. Officers will receive a continuous eight (8) hour rest period immediately preceding or immediately following their scheduled court appearance or other departmental assignment(s), if less than eight (8) hours has elapsed during:
 - 1) the time period that officer's regular work shift ends and their scheduled appearance/ assignment time; or
 - 2) the time period that officer is dismissed and their regular work shift begins.
 - b. This rest period will not be charged to the officer's accrued leave balance.
 - c. If an officer receives approval to take the remaining portion of their scheduled shift off following the end of the rest period, the officer's leave balances will be charged for the entire shift (as if no rest period has occurred).
 - d. The rest period does not apply when an officer is scheduled for court or appearance/ assignment the day immediately following a day off.

- 4.2 If an officer is called to duty or remains on duty for any reason within that rest period or into their normal shift, they shall be compensated at 150% of their normal rate of pay.
- 4.3 Meal Period: Officers assigned to work a 4/10 or 9/80 schedule will receive a one (1) hour paid meal period when operationally feasible. Officers may elect to utilize the one (1) hour paid meal break to work out in the gym on the second floor of the Police Department. Officers who choose to work out in the Department gym must follow the guidelines as set forth in the Department's Lexipol meal break policy.

ARTICLE V - COMPENSATORY TIME

- 5.1 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half (1.5) hours for each hour of overtime worked.
- 5.2 No more than two hundred forty (240) hours of compensatory time may be carried on the books at any time.
- 5.3 An employee's decision to elect to earn compensatory time instead of overtime pay is irrevocable.
- 5.4 Upon separation, the employee will be paid at the employee's final regular rate of pay or the average regular rate of pay over the last three (3) years, whichever is higher, for the remaining compensatory balance.
- 5.5 Bargaining unit members shall be allowed to cash out up to a maximum of 100 hours of earned compensatory time off twice per year, in April and October.

ARTICLE VI - TEMPORARY UPGRADE PAY

All employees in this bargaining unit who are required to work in a higher classification shall be paid an additional five percent (5%) of the employee's base salary including any allowance or education incentive pay currently enjoyed by the employee if the position is vacant for more than ten (10) consecutive calendar days because of vacancy, illness, or industrial or non-industrial accident. To be eligible for Temporary Upgrade Pay, the employee must be relieved of their regular duties during the Temporary Upgrade assignment. When assigned to

temporarily fill a vacant position during recruitment for a permanent appointment, a temporary upgrade assignment will not exceed nine hundred sixty (960) hours in a fiscal year.

ARTICLE VII - EDUCATION INCENTIVE PAY

The following educational courses, certificates and degrees enhance the ability of employees represented by this bargaining unit to perform their jobs, and therefore, Education Incentive Pay shall be as follows:

Bachelor's Degree	\$200.00 per month
Basic POST Certificate	\$50.00 per month OR
Intermediate POST Certificate	\$150.00 per month OR
Advanced POST Certificate	\$300.00 per month

The POST Incentives set forth in this clause are paid at the highest-level certificate held (i.e. they are not stackable).

ARTICLE VIII - BILINGUAL OFFICERS

Employees who have passed a bilingual proficiency examination administered by the City and are designated by the Chief of Police as routinely and consistently being required to speak a language other than English in the course of their employment, shall receive a monthly bilingual premium of two hundred dollars (\$200) 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) Officers shall not be eligible for the bilingual premium while attending a POST Basic Academy. For California Public Employees' Retirement System ("CalPERS") Classic members, the bilingual premium is considered special assignment compensation and shall be reported as pensionable compensation.

ARTICLE IX - ARSON / EXPLOSIVE ORDINANCE INCENTIVE

Officers performing the Arson / Explosive Ordinance function shall be paid an incentive of an additional four and one-half percent (4.5%) of the employee's base salary.

ARTICLE X - MOTOR OFFICERS

10.1 Officers assigned to the Motors Unit shall be paid an incentive of 4.5% of the employee's base salary. It is mutually agreed that assignments to the Motor Unit are at the sole discretion of the

City. No officer has any property rights to such assignments. Officers in such positions acknowledge, as does the POAL, that officers may be transferred or reassigned from their position on a non-punitive basis and that they have no right to appeal from such transfer or reassignment. Nonetheless an officer shall not be punitively removed from a specialty assignment without being granted an opportunity for an administrative appeal. However, the provision of an appeal shall not create a property interest in the assignment.

- 10.2 The City and POAL mutually agree that the time Motor Officers spend in all aspects of regular pre-shift preparation, washing, minor maintenance, transportation of the vehicle to repair facilities, is two (2) hours per week, payable at the California minimum wage overtime rate. They agree that any time spent in excess of such time is not reasonably necessary and accordingly, is not authorized. Both parties agree that this agreement complies with the requirements of the Fair Labor Standards Act.

ARTICLE XI - CANINE DUTY

- 11.1 The pay provisions for canine duty shall be regulated only by the following:

The City and POAL estimate that the time canine officers spend in all aspects of the care, feeding, exercise, transport to/from work, and maintenance of their canines, on a weekly basis, is seven (7) hours, payable at the California minimum wage overtime rate. They agree that any time spent in excess of such time is not reasonably necessary and is accordingly not authorized. In the event of a change in California minimum wage, the parties agree to re-open this section to adjust full compensation for these duties such that full compensation for these duties will equal at least four and one-half percent (4.5%) of base pay. The hours derived at in this agreement were determined after an actual inquiry of the officers assigned to canine duty, as addressed by *Leever v. City of Carson City*, 360 F.3d 1014 (9th Cir. 2004.) Both parties believe that this agreement complies with the requirements of the Fair Labor Standards Act. For purposes of calculating overtime for work performed by police officers in their capacity as police officers, the reference above shall be part of the base salary rate.

- 11.2 It is mutually agreed that assignments to the Canine program are at the sole discretion of the City. No officer has any property rights to such assignments. Officers in such positions acknowledge, as does the POAL, that officers may be transferred or reassigned from their position on a non-punitive basis and that they have no right to appeal from such transfer or reassignment. Nonetheless an officer shall not be punitively removed from a specialty

assignment without being granted an opportunity for an administrative appeal. However, the provision of an appeal shall not create a property interest in the assignment.

- 11.3 Officers assigned to the Canine program shall continue in this assignment for a period of not more than five (5) years and shall be compensated at the officer's regular rate of pay including appropriate incentive pay(s). Upon completion of the fifth (5th) year, the officer's performance shall be evaluated, along with any other submitted applications of interest for the position of Canine, for the purpose of filling the position in the program. If no other applications of interest have been submitted for the position in the Canine program, the officer holding the position may be extended for a period of two (2) more years whereupon another evaluation period, previously mentioned, shall commence. (The City reserves the right to conduct annual evaluations on Canine Officers.)

ARTICLE XII - POLICE CORPORALS

Corporals shall wear the insignia (two stripes) currently in use for the Field Training Officer and they shall receive an allowance equal to six percent (6.0%) of their base pay. It is mutually agreed that part of the Corporal duties are supervision in the absence of the Sergeant, and that they are routinely and consistently assigned to lead or supervise over subordinate classifications. It is also mutually agreed that Corporals shall not accept, investigate, or in any form, handle any matter of discipline.

ARTICLE XIII - MASTER OFFICER

- 13.1 Employees represented by the POAL who have completed eight (8) years of sworn service (with a minimum of one (1) year of service with the City of Lodi), who possess their Advanced POST certificate, and who have successfully passed a written examination administered by the Human Resources Division shall be paid an incentive of three percent (3%) of the employee's base salary and be designated as a Master Officer. Written examinations shall be administered in April and October each year, contingent on having qualified employees to take the examination.
- 13.2 Master Officers may be considered for Field Training Officer (FTO); however, the selection shall be at the sole discretion of the Police Chief. Master Officers shall be paid an incentive of three percent (3%) of the employee's base salary when assigned as an FTO. Corporals will not be eligible for this additional three percent (3%) FTO incentive.

- 13.3 Master Officers may be considered for Field Supervisor; however, the selection shall be at the sole discretion of the Police Chief. Master Officers shall be paid an incentive of three percent (3%) of the employee's base salary when assigned as a Field Supervisor. Corporals will not be eligible for this additional three percent (3%) Field Supervisor incentive.

ARTICLE XIV – FIELD TRAINING OFFICER

The Police Chief has the discretion to assign Field Training Officer (FTO) duties to qualified Officers who are not Master Officer certified.

To be qualified, Officers must have successfully completed a POST approved FTO training program prior to being assigned FTO duties.

Qualified Officers who have been assigned by the Chief of Police to perform FTO duties, and who are not designated as Master Officers, shall receive an incentive of three percent (3%) of the employee's base salary while performing FTO duties.

ARTICLE XV - SPECIAL ASSIGNMENT PAY

Police Officers who are routinely and consistently assigned to Investigations shall receive a Police Investigator Premium equal to four and one-half (4.5%) of their normal base pay.

Police Officers who are routinely and consistently assigned to SWAT shall receive a Fugitive Officer Premium equal to four and one-half percent (4.5%) of their normal base salary.

It is mutually agreed that assignments to Investigations and SWAT are at the sole discretion of the City. No officer has any property rights to such assignments. Officers in such positions acknowledge, as does the POAL, that officers may be transferred or reassigned from their position on a non-punitive basis and that they have no right to appeal from such transfer or reassignment. Nonetheless an officer shall not be punitively removed from a specialty assignment without being granted an opportunity for an administrative appeal. However, the provision of an appeal shall not create a property interest in the assignment.

ARTICLE XVI - CALL BACK

Officers called to appear for work within two (2) hours of the beginning of a shift, or one (1) hour after the shift, shall receive overtime at the rate of time and one-half (1.5). Such

appearances shall be reported as contiguous shift extensions. If the appearance begins more than two (2) hours before or more than one (1) hour after the scheduled shift, the employee will be credited a minimum of three (3) hours at the time and one-half (1.5) rate.

When an officer is ordered back to work on an "as soon as possible" basis and reports within thirty (30) minutes, the officer shall be compensated starting from the time of the call.

ARTICLE XVII - COURT TIME

- 17.1 Police Officers scheduled to make court appearances during off-duty hours, on scheduled days off, or when on graveyard shift, shall be compensated at the rate of time and one-half (1.5) for actual hours involved in such appearances. In no event shall they be paid for less than four (4) hours.
- 17.2 Court appearances which are within two (2) hours of the beginning of a shift or within one (1) hour of the end of the shift shall be compensated at the time and one-half (1.5) rate. Such appearances shall be reported as contiguous shift extensions.
- 17.3 Court appearances within San Joaquin County – time shall start thirty (30) minutes prior to the appearance time.
- 17.4 Court appearances outside of San Joaquin County – start time shall be determined by the supervisor and officer.
- 17.5 Cancellation of scheduled appearance must be made at least two (2) hours before said scheduled appearance or the minimum four (4) hours shall be paid.
- 17.6 Officers who receive a subpoena to appear in court, shall notify the Watch Commander of the appearance date and time in order to provide the Watch Commander time to review the schedule to determine if rest period time is required, or additional staff will be needed.

ARTICLE XVIII - LONGEVITY PAY

PERS-Reportable Longevity Pay

After completing seven (7) consecutive years of service with the Lodi Police Department,

employees shall receive longevity pay of \$3,000.00 per year. Effective the pay period beginning December 22, 2025, longevity pay will be paid on a per-pay-period basis.

After completing fifteen (15) consecutive years of service with the Lodi Police Department, employees shall receive longevity pay of \$6,000.00 per year. Effective the pay period beginning December 22, 2025, longevity pay will be paid on a per-pay-period basis.

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 seven (7) or fifteen (15) full years of consecutive service with the Lodi Police Department, calculated based on the first day of the month in which employment commenced.

This longevity incentive replaces the previous fixed-dollar longevity pay structure, effective the pay period beginning December 22, 2025.

Eligible employees shall receive a full year of the new longevity pay amount for calendar year 2025. Any retroactive longevity amount owed, after the 2nd pay period of November 2025, will be paid in a lump sum the pay period beginning December 22, 2025.

Longevity pay is PERS-reportable, consistent with California Code of Regulations, Title 2, Section 571(a)(1), as it represents ongoing compensation.

ARTICLE XIX - UNIFORM ALLOWANCE

- 19.1 The uniform allowance shall be nine hundred fifty dollars (\$950) annually paid on a bi-weekly basis in the amount of thirty-six dollars and fifty-four cents (\$36.54) in the employee's regular payroll check. Effective July 15, 2019, the uniform allowance of \$950 was eliminated.
- 19.2 The City agrees to pay a one-time sum of one thousand two hundred dollars (\$1,200) to offset the initial uniform and equipment costs required for a Motor Officer, and to pay an additional eight hundred dollars (\$800) annual uniform allowance for those officers assigned to Motors, paid on a bi-weekly basis in the amount of thirty dollars and seventy cents (\$30.77) in the employee's regular payroll check.

- 19.3 If a Motor Officer fails to complete an 18-month assignment they agree to reimburse the City on a prorated basis for each month not completed. If they are relieved for lack of performance before the minimum eighteen (18) months, they shall also reimburse the City on the same prorated basis. If they complete the 18-month assignment the equipment becomes the officer's sole possession.
- 19.4 The City agrees to provide each officer a set of "Threat Level 3-A" body armor. When an employee is on patrol they agree to wear their body armor.
- a. In that the City and POAL agree that officer safety is paramount, the City agrees to replace all ballistic vests prior to the end of the fifth (5th) year from the date of manufacture.
 - b. The City agrees to furnish each officer an SL-20 flashlight by Streamlight. The City agrees to exchange the flashlight battery and flashlight bulb upon request, but no more than once in any twelve-month period.
- 19.5 Uniforms and safety equipment damaged in the line of duty shall be replaced or repaired by the City.
- 19.6 The City and POAL will continue to work together on the concept of a Quarter Master uniform program and if mutually agreeable the program may be implemented through a side-letter agreement or contract amendment.

ARTICLE XX - WELLNESS PROGRAM

- 20.1 Employees in the bargaining unit will be eligible for a Wellness Program Incentive of fifty dollars (\$50.00) per month, paid in the employee's regular payroll check on a bi-weekly basis in the amount of twenty-three dollars and eight cents (\$23.08), upon successfully passing a physical agility examination on an annual basis. The examination will be proctored by Human Resources.

Testing for Sworn employees within this bargaining unit will consist of the following four (4) agility components:

- Fence Climb – Run 5 yards to a 6-foot solid fence, climb over fence, and continue running another 25 yards (must be completed within 19 seconds, employee allowed 2 attempts to complete the fence climb)

- Obstacle Course/Agility Run – Run a 99-yard obstacle course consisting of several sharp turn, a number of curb- height obstacles, and a 34-inch high obstacle that must be vaulted (must be completed within 28 seconds)
- Body Drag – Lift and drag a 165-pound lifelike dummy 32 feet (must be completed within 15 seconds)
- 500 yard run – Run 500 yards (must be completed within 2 minutes and 30 seconds)

Employees must successfully pass each agility component within the prescribed time period to be eligible for the incentive. Employees who fail the examination will be allowed to re-test one time within thirty (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.

Employees who are on vacation, injury leave, or modified duty and are not able to participate in the annual physical agility examination, will be given the opportunity to take the examination within thirty (30) days of returning to full duty.

The first examination will be conducted no later than July 31, 2022, and will be conducted annually thereafter, except for re-testing as stated above. Employees who successfully pass the physical agility 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 successful pass the physical agility examination.

20.2 Officer Wellness Day

All sworn officers shall participate in a mandatory, department-sponsored Wellness Day (10 hours). The Wellness Day shall be treated as a paid-on-duty assignment. All sworn personnel have access to one paid Wellness Day annually, as part of the Department's in-service training schedule. One annual 10-hour day per day off sequence will be dedicated exclusively to officer wellness. The department wellness team and training coordinator shall collaborate to plan the curriculum and dates.

CHAPTER 2 - LEAVES

ARTICLE XXI - CATASTROPHIC LEAVE

Catastrophic Leave is available to employees in accordance with the City's current Catastrophic Leave of policy.

ARTICLE XXII - FAMILY MEDICAL LEAVE

Family Medical Leave is available to employees in accordance with the City's current Family Medical Leave policy.

ARTICLE XXIII - BEREAVEMENT LEAVE

Bereavement Leave is available to employees in accordance with the City's current Bereavement Leave policy.

ARTICLE XXIV - HOLIDAYS

24.1 Effective July 1, 2022 the holiday leave bank will be increased by 10 hours in recognition of the Juneteenth holiday. Thereafter, January 1 of each calendar year, each represented member of the POAL shall receive 145 hours of holiday leave which may be taken on any day of the week depending on the needs of the Department as determined by the Chief or designee. Holiday Leave may be taken in hourly increments. The City observes 10.5 holidays, in addition to 4 floating holidays. The observed holidays are as follows:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	4th Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Friday following Thanksgiving Day
Christmas Eve (four hours)	December 24
Christmas Day	December 25

- 24.2 Police Officers assigned to patrol shall pick holidays by seniority, in one-shift increments, depending on the needs of the service. There shall be no fixed holidays during the calendar year with the exception that the current practice of Thanksgiving, Christmas, and New Year's holidays be fixed (i.e. - the actual date on which the holiday falls is recognized and therefore taken) for officers assigned to Motors shall be continued. Employees hired or separating from service mid-year shall be credited with holiday leave on a prorated basis with the exception that the three holidays fixed for Motor Officers shall not be prorated.
- 24.3 Bargaining unit members shall be allowed to cash out holiday time in April and October. If holiday time is not used by the end of the calendar year, it will be cashed out to the employee in the last payroll check in December. Holiday time cashed out shall be paid at the employee's regular rate of pay. Holiday cash out compensation is reportable as earned in compliance with the Public Employee's Retirement Law (PERL) and Government Code Section 20630 for all bargaining unit members classifying as a CalPERS Classic Member. Holiday cash out for CalPERS PEPRA members are not pensionable compensation. Floating holiday hours are considered not pensionable compensation for both Classic and PEPRA members.
- 24.4 Holiday Pay is 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.

ARTICLE XXV - LEAVES OF ABSENCE

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

ARTICLE XXVI - SICK LEAVE

- 26.1 The objective of this section is to provide methods of furthering the health and general welfare of City employees, as well as ensuring maximum and reasonable job attendance. Sick leave should not be viewed as a right to be used at the employee's discretion, rather it is a benefit of paid time away from the work duties in the event of one of the following circumstances:
- a. Actual illness or injury of the employee.

- b. Medical or dental appointments of employee, or employee's immediate family members, when such appointments cannot be arranged during off-duty hours, and when the employee's family member is incapable of independently attending such appointments. For the purpose of this article, immediate family means spouse, registered domestic partner, child of any age or dependency status (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.), grandparent, grandchild, or sibling.

In addition to the list above, a designated person, which, for purposes of this provision, means a person identified by the employee covered by this policy at the time that employee requests paid sick leave. Employees covered by this policy are limited to one such designated person per 12-month period for whom they can use paid sick leave to provide care.

- c. Where the employee's medical attention to an immediate family member is required.
- d. Emergency leave due to the death or imminent death of family members.
- e. For an employee who is a victim or whose family member is a victim, as defined in Government Code Section 12945.8(j), the purposes described in Government Code Sections 12945.8(a)(3) and (b) of the Government Code.

26.2 Effective the pay period beginning October 25, 2004, all employees shall accrue sick leave at the rate of 5.54 hours per pay period (144 hours per year).

26.3 Sick leave may be accumulated to an unlimited amount.

26.4 Employees who retire within one hundred twenty (120) days of separation from the City will have remaining unused sick leave credited toward service time in accordance with California Government Code Section 20965 (with .004 year of service credit for each unused day of sick leave certified by the City) and CalPERS regulations.

ARTICLE XXVII- VACATION LEAVE

27.1 Vacation accruals shall be as follows:

0-5 years	3.08 hours per pay period
6-11 years	4.62 hours per pay period
12-14 years	5.24 hours per pay period
15+years	6.16 hours per pay period

The following accrual rates apply only for employees hired on or before October 10, 1994:

21 years	6.47 hours per pay period
22 years	6.78 hours per pay period
23 years	7.09 hours per pay period
24 years	7.40 hours per pay period
25 years	7.71 hours per pay period

27.2 During the first continuous twelve (12) months of employment, vacation hours shall accrue but may not be taken. An employee who terminates employment for any reason during the first twelve (12) months of employment shall be entitled to cash out of accrued and unused vacation leave.

27.3 At the completion of twelve (12) continuous months of employment, the employee is eligible to take their accrued vacation leave in accordance with department policy.

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

Under extenuating circumstances, requests to accrue vacation leave over the maximum may be authorized by the City Manager. For all other issues regarding Vacation Leave refer to the City's Policy on Vacation Leave.

27.5 All persons hired after October 10, 1994, shall only accrue a maximum of 6.16 hours of vacation per pay period.

- 27.6 Employees shall be eligible to annually cash out all accrued vacation hours in excess of 80 hours in October of the calendar year. The cash out payment will include the employee's incentive pay(s) in the calculation.

CHAPTER 3 – CAFETERIA PAN

ARTICLE XXVIII – HEALTH INSURANCE

28.1 City Contribution

The City shall contribute an amount equal to ninety percent (90%) of the premium cost of the lowest-cost CalPERS Health Maintenance Organization (“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.

28.2 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 month in which employment terminates, unless continued under Consolidated Omnibus Budget Reconciliation Act (COBRA).

28.3 Eligible Benefits

City contributions under this Article may be applied to the following benefits:

- Medical Insurance – see this Article
- Dental and Orthodontia – see Article XXIX- Dental and Orthodontia Insurance
- Vision Insurance – see Article XXX – Vision Insurance
- Chiropractic Services – see Article XXXI – Chiropractic Services

28.4 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 this Article.

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

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 XXIII 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 POAL 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

These monthly cash in lieu amounts identified above shall be divided across two pay periods each month and be paid in a flat dollar amount for the employee's corresponding coverage level. To qualify for this provision, employees must provide proof of other qualifying group medical insurance coverage to the City.

ARTICLE XXIX - DENTAL AND ORTHODONTIA INSURANCE

29.1 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.

29.2 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.

29.3 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 XXX – 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.

ARTICLE XXXI – 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.

ARTICLE XXXII – EMPLOYEE ASSISTANCE PROGRAM

Employees, their spouses, and dependent children shall be eligible to participate in the City's Employee Assistance Program (EAP). Each eligible individual shall be entitled to three (3) free counseling visits per calendar year with a licensed clinical social worker (LCSW) or other qualified EAP provider designated by the City.

Following the exhaustion of the three (3) free visits, additional visits may be covered or supplemented through the employee's medical insurance plan, subject to the terms and limitations of that plan.

Participation in the Employee Assistance Program is voluntary and confidential. No identifying information regarding participation or services received shall be shared with the City without the employee's prior written consent, except as required by law

ARTICLE XXXIII - FLEXIBLE SPENDING ACCOUNT

33.1 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)

33.2 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.

33.3 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 XXXIV - DEFERRED COMPENSATION

- 34.1 Employees may voluntarily participate in the City of Lodi's Deferred Compensation Plan as allowed by Internal Revenue Code Section 457.
- 34.2 The City shall match contributions by an employee to a deferred compensation program up to a maximum three percent (3.0%) of the employee's gross salary.

ARTICLE XXXV - LIFE INSURANCE

The City agrees to provide each covered member an accidental death policy with a maximum payout of fifty-thousand dollars (\$50,000) in addition to any other life insurance policy or statutory payments that may be due to an employee in the event of death resulting from a line-of-duty injury.

ARTICLE XXXVI - PUBLIC EMPLOYEES' RETIREMENT SYSTEM

The City of Lodi provides retirement benefits through the Public Employees Retirement System. Employees shall receive the following retirement benefits.

- 36.1 Tier One (Classic) Pension: The following plan is available to employees hired prior to December 22, 2012 who are deemed "classic" employees by PERS:

Public Safety

- 3% @ 50 plan
- 1959 Survivors Benefit – Third Level
- Effective July 6, 2026 employee shall pay the full employee share of retirement costs (9%) as calculated by PERS in its annual actuarial valuation, plus the 3% cost share

referenced in MOU section 34.4, for a total contribution of 12%

- Service Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Single Highest Year

36.2 Tier Two (Classic) Pension: For employees hired on or after December 22, 2012 and deemed to be “classic” employees by PERS, the following retirement plan will apply:

Public Safety

- 3% @ 55 plan
- 1959 Survivor Benefit – Third Level
- Effective July 6, 2026, employee shall pay the full employee share of retirement costs (9%) as calculated by PERS in its annual actuarial valuation, plus the 3% cost share referenced in MOU Section 34.4, for a total contribution of 12%
- Service Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Highest Three Year Average

36.3 Tier Three (PEPRA) Pension: The City agrees to provide the following PERS retirement program and to pay the employer’s cost for employees deemed to be “new” employees by PERS under the Public Employee’s Pension Reform Act of 2013 (PEPRA):

Public Safety

- 2.7% @ 57 plan
- 1959 Survivor Benefit – Third Level
- Service Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Highest Three Year Average
- Effective July 6, 2026, employee shall pay the greater of 12% or the full employee share of retirement costs as calculated by PERS in its annual actuarial valuation (one-half of the normal cost of pension)

- 36.4 Per a contract amendment with CalPERS, thru June 30, 2026, all employees in the bargaining unit shall pay an additional six percent (6%) of the employer's contribution, in addition to previously agreed upon cost-sharing outlined in section 36.1, 36.2, and 36.3 above. Classic safety members shall pay a total of nine percent (9%) of the employer's normal cost (cost-sharing). PEPRAs members shall pay a total of six percent (6%) of the employer's normal cost (cost-sharing). Once an affirmative vote by those employees defined as PEPRAs members, agreeing to the additional six percent (6%) cost-share, employee contributions to the employer's portion shall be credited to each employee's account. In addition to the six percent (6%) cost-sharing above, PEPRAs members will contribute a minimum of twelve percent (12%) or the Required PEPRAs Member Contribution Rate as determined annually by CalPERS as outlined in section 36.5.
- 36.5 Effective July 6, 2026, Tiers One and Two Classic Pension Cost Share: In accordance with section 20516(a) of the California Government Code, all employees deemed "classic" safety members of CalPERS as referenced in Article 36.1 and 36.2 shall have deducted from their compensation a three percent (3%) cost share of the CalPERS statutory member contribution referenced above, for a total contribution of twelve percent (12%) The parties mutually recognize and acknowledge that the cost-sharing provisions provided herein satisfy the terms set forth in Government Code 20516.5.

"Service Credit"

Employees may elect to add PERS credit for unused sick leave per Government Code Section 20868.8. This benefit is available to all employees regardless of the date hired. .

ARTICLE XXXVII - SURVIVORS BENEFITS

- 37.1 The City shall pay one hundred percent (100%) of the premiums for health and dental benefits described in this MOU for the surviving spouse or registered domestic partner and any minor children of any employee represented by the POAL who is killed or dies during the performance of official duties. Premiums will be paid at the current rate in effect at the time of the employee'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 employee killed in the line of duty until such time as either:
- a. the children are no longer eligible by law to be covered as dependents on the plan, or

- b. the children are covered under other alternative medical coverage provided by and through the surviving spouse or the person who they remarry.
- 37.2 Survivor benefits (as listed in Section 37.1 and listed in 4856 of the California Labor Code) do not apply to Police Officer Trainees until such time that they are sworn pursuant to Article 44, Section 4.
- 37.3 Disability benefits (listed in 4850 of the California Labor Code) shall not apply to Police Officer Trainees until such time that they are sworn pursuant to Article 44, Section 4.

ARTICLE XXXVIII - TUITION REIMBURSEMENT

Tuition Reimbursement is available to employees in accordance with the City's current Tuition Reimbursement policy.

CHAPTER 4 - ASSOCIATION/CITY ISSUES

ARTICLE XXXIX- ASSOCIATION TIME BANK

- 39.1 Individual employees in the bargaining unit may donate from their accrued vacation leave, holiday leave, or compensatory time off up to a total of eight hundred (800) hours per calendar year for Association business directly related to representation of Lodi Police Officers. Donation of leave will be taxed to the donor in accordance with legal requirements. The President of the POAL may designate employees represented by the Association to utilize this time. Only one employee at a time may be absent unless mutually agreed that additional employees may be absent. Five (5) days advance notice of use of time shall be given. The time may be used only in hourly increments with a two-hour minimum.
- 39.2 The POAL has the right to purchase additional time at the rate of one hundred fifty percent (150%) of base pay.
- 39.3 Except in cases of an emergency, the President of the POAL shall be permitted to use one-half (1/2) day per week for the performance of the duties of the office of President of the POAL. This time shall be scheduled at a time mutually agreed upon between the POAL

President and the Police Chief or designee. Such time shall be charged to the Association time bank.

ARTICLE XL - BENEFICIAL PAY PRACTICE

If the Department, in its sole discretion, wishes to implement a new beneficial pay practice, it will notify the POAL and provide an opportunity to meet and confer.

ARTICLE XLI - CHANGES IN THE MEMORANDUM OF UNDERSTANDING

The City and the POAL agree to reopen this MOU and to renew Meeting and Conferring on the subjects set forth herein during the term of this MOU in the event that any provision of this MOU is modified by statute or by a competent order of a court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU shall continue in full force and effect unless and until they are also modified by statute or competent order of a court or agreement of the City and the POAL.

ARTICLE XLII - CITY RIGHTS

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.
- Set standards of service.
- Determine the procedures and standards of selection for employment.
- Direct its employees.
- Maintain the efficiency of governmental operations.
- Determine the methods, means, and personnel by which government operations are conducted.
- Take all necessary actions to carry out its mission in emergencies.
- Exercise complete control and discretion and the technology of performing its work.

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 make and enforce standards of conduct and discipline, and to determine the

content of job classifications; provided, however, that nothing herein may be read to extend the term of the MOU nor to supplement negotiations as a means for arriving at terms for a successor MOU.

ARTICLE XLIII - CONCERTED ACTIVITIES

The POAL and employees agree that they will not engage in any strike, sympathy strike, slowdowns, work to rule, “blue flu”, or other concerted withholding of services. In the event of any such activity, the POAL will take any such activity to a cessation immediately. The POAL and all employees covered by this agreement acknowledge that any such activity by employees covered by this agreement is misconduct which may lead to discipline up to termination.

ARTICLE XLIV - EMPLOYEE REPRESENTATION

- 44.1 Recognition: This Memorandum of Understanding (MOU) is entered into between representatives of the City of Lodi (City) and representatives of the Police Officers' Association of Lodi (“POAL” or “Association”).

The parties hereto 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 herein.

Both parties each certify without reservation that an adequate opportunity has been afforded its bargaining representatives to propose and vigorously advocate all negotiable subject matter during the course of collective negotiations preparatory to signing this agreement. City will provide the POAL with the opportunity to meet and confer before changing a policy or general order that is subject to meet and confer under the Meyers-Milias-Brown Act.

The terms and conditions of this MOU are applicable to all regular and probationary employees represented by the POAL. The City recognizes the POAL as the sole exclusive collective bargaining representative for all employees in the bargaining unit. The bargaining unit shall consist of all full-time employees in the following job classifications:

- Police Officer Trainee
- Police Officer and
- Police Corporal

The City agrees to recognize the POAL representatives for the purpose of representing members of the POAL on all matters relating to the administration of this MOU, and, upon the request of an employee, on adverse actions and other matters which may be or are on appeal in accordance with Article XLIV of this MOU.

It is mutually agreed that this document supersedes all previous MOU's and all practices not defined in this MOU.

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

The City and the POAL 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 will be resolved in favor of the MOU language. If the MOU is silent on an issue, the applicable document (i.e. policy manual or rules for personnel administration) is controlling. State and Federal laws will be adhered to.

- 44.2 Dues Deduction: The City and the POAL mutually agree that the City shall grant dues deduction to City employees who are members of the POAL 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 POAL may have the regular dues of its members deducted from the employees' paychecks. It shall be the responsibility of the POAL to maintain a record of employees who have given their written consent to join and pay dues to the POAL. The POAL shall annually certify to the City the amount of such payroll deductions to be deducted. Payroll deductions shall be for an amount specified by the POAL and uniform as between employee members of the POAL, and shall not include fines or fees.
- The POAL shall indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of check-off of said employee organization's dues. In addition, the POAL shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

When an employee is in a non-pay status for an entire pay period, no deductions will be made to cover that pay period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all required deductions have priority over the POAL deduction.

An authorization for payroll deductions may be canceled or modified upon written notice to the City and the POAL before the twentieth (20th) day of the month in which the cancellation is to become effective, subject to the provisions of this article.

- 44.3 New Employee Orientation: The City shall make available a period of one (1) hour to the POAL in each recruit class with an end toward education of each employee of the rights and benefits under the collective bargaining agreement, as well as other POAL benefits, and the responsibilities of the employee and the organization of the POAL with an end toward having an employee who would become a better POAL member and a better employee. The specific date, time, and location of the POAL meeting with new employees will be conducted by the Chief of Police and the President of the POAL.

The City shall provide the POAL with ten (10) calendar days' advance notice of the start date of any new hire to a represented classification. An exception to the ten (10) calendar days' advance notice requirement may be made if there is an urgent need for meeting in less than ten (10) calendar days' that is critical to the City's operations and is not reasonably foreseeable.

The City and POAL acknowledge that this Agreement, once implemented by both Parties, fully complies with and exhausts the Parties' obligation to negotiate pursuant to Government Code Section 3557.

- 44.4 All new hires in the classification of Police Officer Trainee shall remain in this category until they have completed their field training program and have been certified to work as a Police Officer.
- 44.5 For purposes of continued certification of the POAL as the recognized employee organization for this unit, employees who are members or hereafter become members shall maintain membership with the POAL for the life of this MOU except that any unit employee may withdraw from membership not earlier than ninety (90) days nor less than sixty (60) days before the expiration of this MOU. Such withdrawal must be in writing

and delivered to the POAL. A copy of the request shall be forwarded to the Finance Department upon receipt by the POAL.

ARTICLE XLV - EMPLOYEE RIGHTS

45.1 The City agrees that all disciplinary actions shall be taken in a timely manner, recognizing that imposing discipline, grieving such discipline, investigations, and criminal proceedings may preclude timely action. This process also includes investigations of the complaint, recommending discipline to the office of the Police Chief, and the imposition of discipline. 45.2 The POAL retains the right to provide representation for employees in the classification of Police Officer Trainee, though it is acknowledged that prior to being sworn pursuant to Article 43, Section 4, that the Police Officers Procedural Bill of Rights is not applicable to those employees. The City and its employees agree that disciplinary actions involving employees in the classification of Police Officer Trainee, prior to being sworn, will continue to be handled in a manner consistent with other employees represented by this bargaining unit.

45.2 It is understood by both parties that the POAL, in addition to any other rights herein specified, has the following rights:

1. To represent its members before the City regarding wages, hours, and other terms and conditions of employment.
2. To receive timely written notice of changes to or adoption of any rule or regulation directly relating to wages, hours and other terms and conditions of employment.
3. With an employee's written consent, an authorized POAL representative shall be permitted, upon request, to inspect the employee's official departmental personnel file during normal business hours. Such review shall not interfere with normal business of the Department.

The City agrees to recognize the POAL representatives for the purpose of representing employees on all matters relating to the administration of this MOU; and, upon the request of an employee on adverse actions and other matters which may be or are on appeal in accordance with Article XLVIII of this MOU.

- 45.3 The City agrees to provide each represented employee with copies of special orders, general orders, training bulletins, departmental rules and regulations, and a copy of this MOU.
- 45.4 The City agrees not to interfere or in any way discriminate against an employee for exercising their right to belong to an employee organization or to exercise their rights under this MOU. The POAL similarly agrees that it will not interfere with or discriminate against employees for exercising rights to belong or refrain from belonging to, supporting, or participating in the activities of an employee organization.
- 45.5 Both the City and the POAL agree that no employee shall be subjected to any discrimination by the City or fellow employees in any matter relating to hiring, promotion, assignment, wages, or conditions of employment because of age, sex, creed, color, national origin, or other legally-protected classification. Alleged discriminatory acts are subject to the City's Policy and Procedure regarding Discrimination, not the grievance procedure.

ARTICLE XLVI - GRIEVANCE PROCEDURE

46.1 Intent and definitions of this section:

- a. 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 POAL and the City.
- b. 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.
- c. A grievance is a good faith complaint of one or a group of employees or a dispute between the City and the POAL involving the interpretation, application, or enforcement of the express terms of this MOU and other terms and conditions of employment and matters of discipline.

- d. As used in this procedure, the term "party" means an employee, the POAL, the City, or their authorized representatives. The employee grievant is entitled to representation through all the steps in the procedure.
- e. As used in this procedure the term "working days" refers to Monday through Friday, excluding City-recognized holidays.

46.2 Grievance Procedure

- A. Grievances in General. An employee, individually or in representation of a group of employees, may complain to City management through the grievance procedure regarding any matter relating to that employee's wages, hours, or conditions of employment. A grievance may be either formal or informal. An informal grievance is a prerequisite to filing a formal grievance.
- B. Informal Grievance. An employee, individually or in representation of a group of employees, with a grievance shall first discuss the matter with his or her immediate supervisor within ten (10) working days of the matter complained of. The supervisor and the employee shall attempt to informally resolve the dispute. If this is not accomplished, the employee shall next discuss the matter with the next level of supervision within ten (10) working days of the unsuccessful discussion and so on, until the employee reaches the Police Chief. The decision of the Police Chief regarding an informal grievance shall be final unless the employee files a formal grievance. A request for the grievance to be presented in writing may be made at any supervisory level and shall be made prior to filing a formal grievance.
- C. Formal Grievance
 - 1. Step 1: An employee, individually or in representation of a group of employees, who has a grievance which remains unresolved after utilizing the informal grievance procedure may file a formal grievance in writing. The employee shall file a formal written grievance with the City Manager or designee within ten (10) working days after the final decision on the informal grievance. The formal grievance shall contain all relevant information relating to the grievance which the employee wishes the City Manager to consider. The City Manager or designee shall meet with and

respond in writing to the employee within ten (10) working days of the receipt of the grievance.

2. Step 2: A grievance may be appealed to arbitration. Only the POAL may appeal to arbitration, and must notify the City within ten (10) working days after the decision of the City Manager.
3. Selection of Arbitrator. 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, the parties shall immediately and jointly request a panel of five (5) arbitrators from the State Conciliation and Mediation Service and shall alternately strike names until one name remains. The order of striking shall be determined by lot.

The Arbitration Guidelines from Section 46.3(D) shall apply.

46.3 Discipline

- A. Discipline in General. Causes for disciplinary action are specified in the Rules for Personnel Administration (RPA) and the Department's policy manual. Disciplinary action includes but is not limited to written reprimands, demotion, suspension, or discharge of the employee. The causes cited in the RPA and policy manual are for both specific and exemplary reasons to alert employees to the more commonplace types of disciplinary issues. However, because conditions of human conduct are unpredictable, there may arise instances of unacceptable behavior not included in the written list of causes, in which the City may find it necessary and appropriate to initiate disciplinary action.
- B. Right of Appeal
 1. Any employee shall have the right to appeal an EPO to the Division Commander (or Police Chief if issued by Division Commander). Any employee shall have the right to appeal a written reprimand through the chain of command up to the Police Chief or his designee. The decision of the Police Chief is final and binding and not subject to further appeal. The appeal process timeline is as specified in #2a and #2b.

2. Any employee in the POAL bargaining unit shall have the right to appeal disciplinary action above a written reprimand as follows:
 - a. An employee must submit, in writing, to the Division Commander the appeal, clearly stating the basis and requested action within ten (10) working days after receiving the notice of discipline. The decision of the Division Commander will be issued within ten (10) working days of receipt of appeal.
 - b. The Division Commander's decision may be appealed to the Police Chief or his designee by filing in writing within ten (10) working days after issuance. The Police Chief will schedule a meeting with the employee and hear all evidence germane to the dispute. Thereafter, the Police Chief will decide the matter within ten (10) working days.
 - c. The Police Chief's decision may be appealed to the City Manager or his designee by filing in writing within ten (10) working days after issuance. The City Manager will respond in writing within ten (10) working days of receipt of the appeal.
 - d. The City Manager's decision may be submitted to arbitration as the final level of appeal for disciplinary action. Only the POAL may appeal to arbitration and must notify the City within ten (10) working days of the date of notice from the City Manager.

C. Conduct of Appeal Process

1. Failure by either party to meet the established time limits will result in forfeiture by the failing party. Grievance settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.
2. The time limits specified may be extended by mutual agreement between the parties.

D. Arbitration Process Guidelines

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

- a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion, or award orally upon submission of the arbitration.
- b. Both parties and the arbitrator may tape record the hearing.
- c. 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.
- d. In grievance arbitration, the parties may agree to prepare a joint letter submitting the issue 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.
- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. 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.
- g. The arbitrator may exclude testimony or evidence which they determine irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or their representatives and the employer's representatives.

- i. The arbitration hearing will be held on the employer's premises.
- j. The cost of arbitration shall be borne equally by the City and POAL. 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. The decision will be in writing and it 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 they impose any limitations or obligations not specifically provided for under the terms of this 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, retroactive promotion where appropriate, and to issue an order to expunge the record of all references to a disciplinary action if appropriate.

The arbitrator shall have the authority to make all arbitrability and/or grievability determinations. The arbitrator shall make grievability and/or arbitrability determinations prior to addressing the merits of the case.

By filing a grievance or appealing a disciplinary action to arbitration, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than is provided by this grievance/arbitration procedure to the extent provided under the law. The processing of a grievance to arbitration shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the

provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

ARTICLE XLVII - LAYOFF PROCEDURE

47.1 In the event that reductions in rank or layoffs of Police Unit personnel are necessary, the following procedure shall be followed:

- a. Any reduction in rank shall be based entirely on seniority. The employee having the least classification seniority shall be reduced first and transferred to the next lower classification to which they previously worked.
- b. If an employee is reduced in rank they shall not be laid off until all other employees of similar rank to which they were reduced have been laid off (i.e., if a Police Sergeant is reduced in rank to Police Officer, they must then be the last Police Officer to be laid off, regardless of the seniority of the other Police Officers).
- c. All layoffs of Police personnel within the seniority span of service shall be by merit (at the discretion of the City Manager upon the recommendation of the Police Chief). The seniority spans of service are as follows:
 - 1) All Police Officer Trainees based on seniority; then
 - 2) All Police Officers on probation (one-year period);
 - 3) All personnel with less than two years seniority; then
 - 4) All personnel with two to three years seniority; then
 - 5) All personnel with three to six years seniority; then
 - 6) Personnel with more than six years shall be laid off by seniority.

Before any employee of a higher seniority group is laid off, all persons in the junior group must be laid off first.

- d. Reinstatement shall be in reverse order of layoff or reduction in rank (i.e., the last Police Officer to be laid off would be first Police Officer reinstated.)

ARTICLE XLVIII - PROBATIONARY PERIOD

During the initial probationary period, the probationary employee shall be entitled to sick leave benefits. Employees shall be eligible to be considered for a merit increase upon the

successful completion of probation. Nothing herein shall be deemed to alter the terms or conditions of the probationary period following promotion.

ARTICLE XLIX - PROMOTIONAL EXAMINATIONS

The certification process on promotional examinations for positions represented in this bargaining unit (Police Corporal) will be as follows:

1. For one (1) vacancy, the top five (5) highest scoring applicants will be certified to the Police Chief for a hiring interview.
2. In the event of more than one (1) vacancy at the same time, two (2) additional names will be certified for each additional vacancy. For example, if there are two vacancies, seven (7) names shall be certified, three (3) vacancies, nine (9) names, etc.
3. It is understood and agreed that the Police Chief has the sole right to select any of the certified applicants in compliance with the Rules for Personnel Administration and applicable law.

ARTICLE L – PERSONNEL FILES

- 50.1 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, and their "Administrative File" which is retained in the Police 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 official personnel file and shall have access to adverse comments placed in their administrative file maintained by the Police Department. No employee shall have any adverse comments placed in their file without first reading and signing indicating awareness of such adverse comments. Should an employee refuse to sign, the adverse comments will nevertheless be placed in their file. An employee shall have thirty (30) calendar days within which to file a written response to any adverse comments entered into-the-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 and administrative

file shall be removed in accordance with the timelines prescribed. Adverse comments pertaining to attendance problems may be used to support discipline only if the discipline was primarily imposed for an incident involving attendance problems. References to Letter of Discussion and Oral Counseling shall be articulated on a separate piece of paper for each event.

An employee shall be permitted at any time during regular office hours to inspect their personnel or administrative files provided notice is given to the custodian department which is sufficient to allow it up to three (3) of its working days to make the files available. They may also authorize, in writing, the POAL representative to also inspect their personnel file provided the same advance notice is given. Such reviews shall be made in the Human Resources Department or Police Department subject to the presence of a member of the Human Resources Department or Police Department staff or its designee.

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 Internal Affairs Division files, administrative file and the employee's personnel file shall be removed and destroyed after five (5) years from placement in the files, except as required by state law or unless litigation relating to such material is pending. In such case, 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 material was placed in the file, whichever occurs later, unless retention is required by state law.

The contents of the Internal Affairs File shall be purged and destroyed in accordance with applicable law.

All documented disciplinary actions shall be removed from the employee's official personnel file and "Administrative File" in accordance with table to follow.

This Section shall always be in compliance with the Public Safety Officers Procedural Bill of Rights Act, as set forth in Government Code Sections 3300-3312, and all provisions of

law. Civilian employees shall not be granted any additional rights under the Public Safety Officer's Procedural Bill of Rights Act beyond those stated in this Section.

50.2 Document Retention

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

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

50.3 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 where required by law and in instances where the material is subject to pending litigation.

50.4 Should the City request to meet and confer over changes to this section, the POAL agrees to engage in discussions.

ARTICLE LI - SEVERABILITY

In the event that any provision of this MOU is found by a court of competent jurisdiction to be invalid, all other provisions shall be severable and shall continue in full force and effect.

ARTICLE LII – TERM

52.1 The terms and conditions of this MOU shall continue in effect during the term of this MOU. The City of Lodi and POAL agree that the term is July 1, 2025 through June 30, 2028.

52.2 The POAL and City mutually agree to commence negotiations for a new contract no later than three (3) months prior to the expiration of this MOU.

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

POLICE OFFICERS' ASSOCIATION OF LODI

CITY OF LODI

Austin Blythe, President
Negotiator

James Lindsay, Interim City Manager

Andrew Costamagna, 1st Vice President
Negotiator

Patrick Clark, Chief Negotiator

Gage Johnston, 2nd Vice President
Negotiator

Cristina Gonzales, Interim Human
Resources Manager

Christian Valeros, Secretary
Negotiator

APPROVED AS TO FORM:

Katie Lucchesi, City Attorney *KL*

Richard Dunfee, Treasurer
Negotiator

ATTEST:

MASTAGNI HOLSTEDT, A.P.C.

Leticia Ruano, Labor Relations Consultant

Olivia Nashed, City Clerk

EXHIBIT A

Effective December 22, 2025 - 3.5% Equity Adjustment							
Job Title	Class	Date	Step 0	Step 1	Step 2	Step 3	Step 4
Police Officer Trainee	6200	12/22/2025	82,685.77	86,820.06	91,161.06	95,719.12	100,505.07
Police Officer	6210	12/22/2025	101,495.16	106,569.92	111,898.42	117,493.34	123,368.00
Police Corporal	6220	12/22/2025	107,584.81	112,964.06	118,612.26	124,542.87	130,770.01

Effective July 7, 2027 - 3.0% Cost of Living Adjustment							
Job Title	Class	Date	Step 0	Step 1	Step 2	Step 3	Step 4
Police Officer Trainee	6200	7/5/2027	85,166.34	89,424.66	93,895.90	98,590.69	103,520.22
Police Officer	6210	7/5/2027	104,540.02	109,767.02	115,255.37	121,018.14	127,069.05
Police Corporal	6220	7/5/2027	110,812.36	116,352.98	122,170.63	128,279.16	134,693.11

Signature: 
Katie Lucchesi (Dec 12, 2025 11:25:57 PST)

Email: klucchesi@lodi.gov






POAL MOU

Final Audit Report

2025-12-12

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