

City of Lodi

And

Lodi Police Mid-Management Organization

Term of Agreement
July 1st, 2025 – June 30th 2028



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This Memorandum of Understanding (MOU) is entered into on November _____, 2025, by and between the City of Lodi, a municipal corporation (City), and the Lodi Police Mid-Management Organization (LPMO).

ARTICLE I – RECOGNITION

Recognition

This MOU is entered into between representatives of the City and representatives of the Lodi Police Mid-Management Organization (“LPMO” or “Association”).

The parties acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by the Meyers-Miliias-Brown Act (MMBA) found in Section 3500 et seq. of the Government Code of the State of California. Both parties further acknowledge that all matters upon which agreement has been reached are set forth herein.

Each party certifies, without reservation, that adequate opportunity was afforded to its bargaining representatives to propose and vigorously advocate all negotiable subject matter during the course of collective bargaining prior to the execution of this agreement.

The City shall provide the LPMO with the opportunity to meet and confer prior to implementing any change to a policy or rule that is subject to the meet-and-confer process under the MMBA.

The terms and conditions of this MOU shall apply to all regular and probationary employees represented by the LPMO and shall remain in effect during the term of this agreement. The City recognizes the LPMO as the sole and exclusive collective bargaining representative for all employees in the bargaining unit.

The LPMO bargaining unit shall consist of all full-time employees in the following classifications:

- Dispatch Supervisor
- Police Sergeant
- Police Lieutenant
- Police Captain

The City agrees to recognize duly authorized representatives of the LPMO for purposes of representing employees in matters relating to the administration of this MOU, and upon the request of an employee, for matters involving adverse action or appeals in accordance with the discipline article of this MOU.

In the event of any conflict between the provisions of this MOU and other authorities, such as personnel rules, administrative policies, City resolutions, or ordinances, any ambiguity shall be resolved in favor of the MOU. Where this MOU is silent, the applicable document (e.g., Personnel Rules or Policy Manual) shall control. State and federal laws shall be adhered to in all cases.

ARTICLE II – ASSOCIATION RIGHTS

Rights of the Lodi Police Mid-Management Organization (LPMO)

It is understood by both parties that the LPMO, in addition to any other rights herein specified, shall have the following rights:

- To represent its members in the bargaining unit before the City regarding wages, hours, and other terms and conditions of employment.
- To receive timely written notice of changes to, or adoption of, any rule or regulation directly relating to wages, hours, or other terms and conditions of employment.
- An authorized LPMO representative with an employee's written consent may request to inspect the employee's official Departmental personnel file, and such review shall be permitted during normal business hours, provided it does not interfere with the normal business operations of the Department.

The City agrees to recognize LPMO 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 XXXIX (Disciplinary Action and Appeals) of this MOU.

Dues Deduction

The City and the LPMO mutually agree that the City shall provide for dues deduction from the paychecks of employees who are members of the LPMO, consistent with 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 LPMO shall be responsible for maintaining records of employees who have provided written authorization to join and pay dues to the LPMO. The LPMO shall annually certify to the City the amount of such payroll deductions. Payroll deductions shall be uniform among members and shall not include fines, fees, or assessments.

The LPMO shall indemnify, defend, and hold harmless the City from any claims or suits arising out of the deduction of LPMO dues. The LPMO 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 deduction shall be made. If an employee is in a non-pay status for part of a pay period and the remaining salary is insufficient to cover the full deduction, no dues deduction shall be made. Mandatory deductions shall have priority over LPMO deductions.

An authorization for payroll deduction may be canceled or modified upon written notice to both the City and the LPMO prior to the twentieth (20th) day of the month in which the change is to become effective. Any cancellation or modification notice shall first be forwarded to the LPMO for notation before being submitted to Payroll for processing.

New Employee Orientation

The City shall make available a period of thirty (30) minutes during each new employee orientation session for the LPMO 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 LPMO membership.

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

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

Access to Orders, Bulletins, and Policies

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.

Freedom of Association and Non-Interference

The City agrees not to interfere with or discriminate against any employee for exercising their right to belong to, support, or participate in an employee organization, or to exercise any rights provided under this MOU.

The LPMO likewise agrees that it will not interfere with or discriminate against employees for exercising their right to join or refrain from joining an employee organization, or for choosing to support or not support the activities of such an organization.

Non-Discrimination

1. Both the City and the LPMO agree that no employee shall be subjected to discrimination by the City, the LPMO, or other employees in any matter relating to hiring, promotion, assignment, wages, or conditions of employment because of race, religion, color, national origin (including language use), ancestry, physical disability, mental disability, medical condition (for example, HIV/AIDS or cancer), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding/nursing, and related medical conditions), gender, gender identity, gender expression, age (40 or older), sexual orientation, military and veteran status or any other legally protected classification.

Alleged discriminatory acts are subject to the City's Policy and Procedure Regarding Discrimination and not the grievance procedure established under this MOU.

Professional Courtesy and Mutual Respect

The City and the LPMO affirm their shared commitment to maintaining a professional, cooperative, and respectful relationship at all times. Both parties recognize that effective communication, mutual respect, and timely resolution of concerns are essential to fostering a positive working environment

ARTICLE III – CITY RIGHTS

It is 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 methods, means, and personnel by which government operations are conducted
- 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; provides, 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.

CHAPTER 1 - SALARIES AND OTHER COMPENSATION

ARTICLE IV SALARY

The salary ranges applicable to each LPMO-represented employee position as of the Effective Date (as defined below), together with the scheduled cost-of-living adjustments to be applied over the term of this MOU, are set forth in Schedule A, which is attached hereto and incorporated herein by this reference.

Benchmark Classification:

The City and the LPMO mutually agree that the Lieutenant position shall serve as the benchmark classification for all sworn employees represented by this bargaining unit for purposes of determining compensation.

Notwithstanding this, for the job classification of Dispatch Supervisor, wages shall be established independently and shall not be tied to the Lieutenant position.

Sergeant Salary Range:

The Sergeant salary range shall be calculated by dividing the Lieutenant’s salary by 1.20, thereby establishing a twenty percent (20%) salary differential (separation between the pay ranges) between the Lieutenant and Sergeant classifications.

Captain Salary Range:

The Captain salary range shall be calculated by multiplying the Lieutenant’s salary by 1.20, thereby establishing a twenty percent (20%) salary differential between the Lieutenant and Captain classifications.

Dispatch Supervisor Salary Range:

The Dispatch Supervisor salary shall be calculated by multiplying the Lead Dispatcher’s salary by 1.20, thereby establishing a twenty percent (20%) salary differential between the Lead Dispatcher and Dispatch Supervisor classifications.

Successor Negotiations:

The City and the LPMO agree to commence negotiations for a successor memorandum of understanding no later than three (3) months prior to the expiration of this MOU.

Salary Survey Parameters:

Although the City is not required to conduct a salary survey during the term of this MOU, in the event a survey is conducted, the comparator agencies shall include the following:

- Chico
- Clovis
- Davis
- Fairfield
- Manteca
- Merced
- Modesto
- Redding
- Roseville
- Stockton

- Tracy
- Turlock
- Vacaville
- Visalia
- Woodland

Salary surveys shall include, but not be limited to, the following components of compensation:

- Base Salary
- PERS Employer Paid Member Contribution paid by the Employer (EPMC)
- Employer Health Care Contribution
- Education Incentives
- POST Certificate Pay
- Longevity Pay
- Deferred Compensation Contribution

Lieutenant Adjustments:

The City shall implement the following salary range increases for the classification of Lieutenant:

- Effective July 7, 2025 – 3% Equity Adjustment
- Effective July 6, 2026 – 3% Cost of Living Adjustment
- Effective July 5, 2027 – 3% Cost of Living Adjustment

(Refer to the respective sections for the Sergeant Salary Range and Captain Salary Ranges above.)

Dispatch Supervisor Adjustments:

The City shall implement the following off-schedule adjustment for employees in the Dispatch Supervisor classification:

- Effective July 7, 2025 – One-time, off-schedule payment equivalent to three percent (3%) of base wages earned for the period of July 7, 2025 through December 22, 2025. This payment shall not affect salary range placement.
- The City shall maintain a twenty percent (20%) differential between Dispatch Supervisors and Lead Dispatchers by multiplying the Lead Dispatcher’s salary by 1.20, thereby maintaining a twenty percent (20%) separation between the Lead Dispatcher and Dispatch Supervisor classifications.

ARTICLE V - UNIFORM ALLOWANCE

Effective January 5, 2026 (the first full pay period of January 2026), the City agrees to add a uniform allowance of nine hundred fifty dollars (\$950.00) to the annual base pay for each employee.

Motor Sergeant

The following provisions apply to Sergeants assigned to the Traffic Division. For purposes of this provision, “assigned” means a formal, ongoing assignment to the Traffic Division as designated by the Chief of Police or designee.

The City shall supply the initial set of Motor Officer safety uniforms and all related safety equipment required for assignment as a Motor Sergeant.

While assigned to the Motor Sergeant position, the City shall provide an annual uniform allowance of eight hundred dollars (\$800.00), paid on a bi-weekly basis at thirty dollars and seventy-seven cents (\$30.77) through the employee’s regular payroll, for the duration of the assignment.

Payment shall begin the first full pay period following assignment to the Traffic Division and shall cease the pay period following removal from the Motor Sergeant position.

The Motor Sergeant uniform allowance is provided exclusively for specialized Motor safety uniforms and equipment and is not part of, or in lieu of, the uniform allowance incorporated into base pay effective January 2026.

The Motor Sergeant uniform allowance shall be reported to CalPERS as uniform allowance special compensation in accordance with Title 2, Section 571(a)(5) of the California Code of Regulations, and shall be reported for both Classic and PEPRAs members to the extent permitted by CalPERS regulations and applicable law.”

ARTICLE VI – BILINGUAL PAY

Bilingual Premium Pay

Employees designated by the Chief of Police 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.

Verification and Retesting

The City reserves the right to verify bilingual proficiency at reasonable intervals and to require periodic retesting to ensure continued qualification for this special assignment premium compensation. The bilingual premium may be discontinued if the employee no longer demonstrates the required proficiency.

ARTICLE VII – COMPENSATORY TIME

Accrual of Compensatory Time Off (CTO)

Employees in the classifications of Dispatch Supervisor, Police Sergeant, and Police Lieutenant may accrue Compensatory Time Off (CTO) in lieu of overtime pay pursuant to this article. CTO shall accrue at the rate of one-and-one-half (1.5) hours for each hour of overtime worked.

Maximum Accrual and Payment Beyond Cap

No employee shall accrue more than two hundred forty (240) hours of CTO at any time. Once an employee's CTO balance reaches the maximum accrual limit of 240 hours, any additional overtime hours worked shall be compensated at the employee's applicable overtime rate of pay, rather than accrued as CTO. Such payment shall be included in the pay period immediately following the period in which the overtime was earned.

Election to Earn CTO

Employees shall state their preference to receive CTO accrual or overtime hourly pay at the time the overtime is worked. An employee's decision to receive CTO instead of hourly overtime pay shall be irrevocable for that overtime instance.

Payout Upon Separation or Promotion

Upon separation from City service or promotion to a mid-management position as discussed in Article XXII below, an employee shall be paid for all accrued CTO at the higher of (a) the employee's final regular rate of pay, or (b) the average regular rate of pay over the preceding three (3) years, whichever is higher, in accordance with the Fair Labor Standards Act (FLSA).

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.

Optional Existing-Balance Cash-Out

Separately, the City may authorize cash-outs of previously accrued CTO from prior years. These discretionary payouts are treated as regular wages and are not subject to pre-election rules.

Use of CTO

Employees shall be permitted to use accrued CTO within a reasonable period after making a request, provided such use does not unduly disrupt City operations. If the City cannot schedule and grant use of CTO within one (1) year of the employee's request, the City shall pay the corresponding hourly overtime rates in lieu of the unused CTO.

ARTICLE VIII – COURT APPEARANCE COMPENSATION

Dispatch Supervisor, Police Sergeant, and Police Lieutenant employees who are scheduled to make court appearances during off-duty hours, on regularly scheduled days off, or while assigned to a graveyard shift, shall be compensated at the rate of time and one-half (1.5) for the actual hours involved in such appearances.

In no event shall an employee be paid for less than four (4) hours for any such court appearance.

Court Appearances Adjacent to a Shift

Court appearances that occur within two (2) hours prior to the beginning of a shift or within one (1) hour following the end of a shift shall be compensated at the time and one-half (1.5) rate. Such appearances shall be reported as contiguous shift extensions for timekeeping purposes.

Cancellations

Cancellation of a scheduled court appearance must be made at least two (2) hours prior to the scheduled appearance time.

If such notice is not provided, the employee shall receive the minimum four (4) hours of pay at the time and one-half (1.5) rate.

Notification and Scheduling Coordination

Employees who receive a subpoena or notice to appear in court shall notify their supervisor of the appearance date and time as soon as practicable.

This notification allows the Watch Commander to review staffing schedules and determine

whether a rest period is required under Article XL (Rest Period) or whether additional staffing adjustments are necessary to maintain operations.

Travel Time

When an employee is required to travel outside of San Joaquin County to attend a court appearance, all travel time to and from the court location shall be considered hours worked and shall be compensated at the employee's applicable rate of pay, including overtime if eligible. Travel time shall be measured from the employee's regular work location or residence, whichever is closer to the court venue.

Travel time shall not include personal detours, meal stops, or other non-work-related travel.

ARTICLE IX - LONGEVITY PAY

PERS-Reportable Longevity Pay

After completing ten (10) consecutive years of service with the Lodi Police Department, 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, 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 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 December 22, 2025.

A full year of longevity pay shall be issued to all eligible members upon ratification of this MOU by the City Council.

Employees with ten (10) or more years of consecutive service as of October 31, 2025, shall receive a lump-sum payment equal to two and one-half percent (2.5%) of their effective base wage as of October 31, 2025.

Employees with twenty (20) or more years of consecutive service as of October 31, 2025, shall receive a lump-sum payment equal to five percent (5.0%) of their effective base wage as of October 31, 2025.

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, and shall remain a continuing component of compensation thereafter.

CalPERS Reporting and Compliance

The PERS-reportable Longevity Pay described in this Article shall be administered and reported in accordance with the California Code of Regulations, Title 2, Section 571(a)(1) and Section 571.1(b), and as identified in the CalPERS Special Compensation Reportability Table.

ARTICLE X – SPECIAL ASSIGNMENT PAY

Police Sergeant Special Assignment Premiums

Police Sergeants who are routinely and consistently assigned to the following specialized units shall receive a premium equal to four and one-half percent (4.5%) of their normal base pay:

- Special Weapons and Tactics (SWAT) – *Fugitive Officer Premium* (4.5% of base pay)
- Detective Bureau – *Detective Division Premium* (4.5% of base pay)
- Motorcycle Patrol – *Motorcycle Patrol Premium* (4.5% of base pay)
- Explosive Ordnance Detail (EOD) – *Hazard Premium* (4.5% of base pay)
- Office of Professional Standards (OPS) – *Detective Division Premium* (4.5% of base pay)

Police Lieutenant Special Assignment Premiums

Police Lieutenants who are routinely and consistently assigned to the following specialized units shall receive a premium equal to four and one-half percent (4.5%) of their normal base pay:

- Detective Bureau – *Detective Division Premium* (4.5% of base pay)
- Special Weapons and Tactics (SWAT) – *Fugitive Officer Premium* (4.5% of base pay)

Assignment Authority and Discretion

Special assignments are made at the sole discretion of the Chief of Police. No employee shall have a vested right to a special assignment. Employees assigned to such positions, and the LPMO, acknowledge that employees may be transferred or reassigned from a special assignment on a non-punitive basis. Such transfers or reassignments shall not be subject to appeal or the grievance procedure.

Temporary Assignment

When an employee is temporarily assigned to perform the full range of duties of a special assignment listed in Police Sergeant Special Assignment and Police Lieutenant Special Assignment Sections above, eligibility for the applicable premium pay shall begin upon assignment by the Chief of Police.

The premium shall remain in effect for the duration of the temporary assignment and shall cease upon the employee's reassignment or return to regular duties.

Shift Differential – Graveyard Shift

Employees who are routinely and consistently assigned to the Graveyard Shift shall receive a two and one-half percent (2.5%) differential above their base pay while assigned to that shift.

For the purposes of this provision, "routinely and consistently" shall mean a duration of at least one entire pay period.

Shift differential pay shall be considered special compensation as defined in Title 2, California Code of Regulations, Section 571(a)(4) *Shift Differential*, and pensionable compensation under California Government Code Section 20636.

Shift differential pay is reportable to CalPERS as special compensation for both classic and PEPRA members, consistent with Title 2, California Code of Regulations, Section 571(a)(4) and applicable CalPERS guidance.

CalPERS Reporting and Compliance

All special assignment premiums listed in this Article shall be administered and reported in accordance with the California Code of Regulations, Title 2, Sections 571(a)(1) and 571.1. These premiums shall be reported to CalPERS as pensionable compensation for both Classic and PEPRA members

ARTICLE XI – TEMPORARY UPGRADE PAY

Eligibility and Compensation

Employees in this bargaining unit who are designated by the Chief of Police to perform the full range of duties of a higher-level classification shall receive *Temporary Upgrade Pay* in the amount of five percent (5%) of the employee's regular base salary.

To be eligible for Temporary Upgrade Pay, the employee must be formally assigned by the Chief of Police and relieved of their regular job duties for the duration of the temporary assignment. The additional compensation shall apply only for the period during which the employee performs the full range of duties of the higher classification.

Duration and Limitations

When assigned to temporarily fill a vacant position during the recruitment process for a permanent appointment, a temporary upgrade assignment shall not exceed nine hundred sixty (960) hours in a fiscal year, in accordance with Government Code Section 20480.

Assignments made for purposes other than filling a vacant position shall be limited in duration to the time period authorized by the Chief of Police.

Administrative Compliance

Temporary Upgrade Pay shall be reported to CalPERS as *special assignment pay* pursuant to the California Code of Regulations, Title 2, Sections 571 and 571.1.

All temporary upgrade assignments shall be documented in writing, specifying the effective date, duration, classification being filled, and the approving authority.

ARTICLE XII - CALL BACK PAY

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 XIII – WELLNESS PROGRAM

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 the 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 with 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 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)

Testing for Miscellaneous (non-sworn) employees in this bargaining unit that work in the jail will be the same or equivalent to those required by Standards and Training in Corrections (STC) or Board of State and Community Corrections (BSCC) as follows:

- Complete a 50-yard sprint (must be completed within 20 seconds)
- Demonstrate ability to drag a 165 lb. weight (dummy) for a distance of 20 feet or more over a carpeted or flat, mowed grass surface (must be completed within 30 seconds)
- Demonstrate ability to walk a total distance of 75 feet wearing a 30-pound air pack/backpack (use of a SCBA tank). (must be completed within 30 seconds)
- On a flat course starting 15 yards back from a flight of stairs or bleacher steps, walk or jog the 15 yards, climbing up 10 steps, then turn, climb back down the steps, and walk briskly or jog back to the starting point. Participant must hit every step up and back down. (must be completed within 30 seconds)

Employees must successfully pass each 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 examination, will be given the opportunity to take the examination within thirty (30) days of returning to full duty.

The first examination began prior to November 30, 2018, and the parties agree that it will be conducted annually thereafter, except for re-testing as stated above. Employees who successfully pass the 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 examination.

CHAPTER 2 - BENEFITS AND INSURANCES

ARTICLE XIV – CAFETERIA PLAN

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

Eligible Benefits

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

- Medical Insurance – see Article XXIV – Health Insurance
- Vision Insurance – see Article XVI – Vision Insurance
- Chiropractic Services – see Article XVII – 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.

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 LMPO 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 XV – DENTAL / ORTHODONTIA INSURANCE

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.

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 XVI – 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 XVII – 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 XVIII – 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 XIX – 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.

ARTICLE XX – 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 XXI– EDUCATION INCENTIVE PAY

Purpose and Eligibility

The following educational courses, certificates, and degrees are recognized as enhancing the knowledge, skills, and effectiveness of employees represented by this bargaining unit in the performance of their duties. Accordingly, eligible employees shall receive *Education Incentive Pay* as set forth below.

Incentive Amounts

Education incentives shall be available to eligible employees as follows:

Qualification	Monthly Incentive	CalPERS Reporting Classification
Bachelor’s Degree	\$200.00	Educational Pay – CCR Title 2, §571(a)(1)(E) (Classic) / §571.1(b)(3)(E) (PEPRA)
Advanced POST Certificate	\$300.00	Certification Pay – CCR Title 2, §571(a)(1)(F) (Classic) / §571.1(b)(3)(F) (PEPRA)
Supervisory POST Certificate	\$400.00	Certification Pay – CCR Title 2, §571(a)(1)(F) (Classic) / §571.1(b)(3)(F) (PEPRA)
Management POST Certificate	\$500.00	Certification Pay – CCR Title 2, §571(a)(1)(F) (Classic) / §571.1(b)(3)(F) (PEPRA)

POST incentives shall be paid based upon the highest-level POST certificate held and shall not be stackable.

Verification and Documentation

Employees must provide official documentation, such as an accredited college transcript or an official POST certificate, verifying completion of the degree or certification before Education Incentive Pay becomes effective. Incentive pay shall begin the first full pay period following verification by the Human Resources Department.

ARTICLE XXII – OVERTIME

Applicability

The following special provisions for the payment of overtime shall apply to Police Sergeants, Dispatch Supervisors, and Police Lieutenants.

Employees assigned to Investigations or Administrative positions work a 4/10 schedule consisting of four ten-hour days per week, for a total of forty (40) hours per week.

Employees assigned to Patrol work a modified 4/10 schedule, consisting of thirty (30) hours one week and fifty (50) hours the following week, averaging forty (40) hours per workweek over the two-week cycle.

Employees shall be compensated at one and one-half (1½) times their regular rate of pay for time worked due to emergencies in excess of their regularly scheduled hours within a seven (7) day work period (i.e., over forty (40) hours in a workweek).

Emergencies shall be determined by the Police Chief, but are not limited to, the following circumstances: but are not limited to, the following circumstances:

- The necessity to cover scheduled shifts;
- Direct supervision of crews assigned to work during normal days off to accommodate public needs;
- Breakdown of equipment and/or systems requiring the presence of the mid-manager in order to restore service; or
- After-hours supervision of ongoing investigations.

Exclusions from Overtime Pay

Overtime compensation shall not be paid for time spent in the following activities:

- Staff meetings;
- Special projects;
- Conferences and seminars, except as provided in “Training and Special Events” below
- Appearances before the City Council or City commissions;
- Public information presentations; or

- Activities related to the completion of normal duties or programs such as budgets, inventories, annual financial closings, labor negotiations, or recreation programs.

Approval of Overtime

All overtime must be approved by the Police Chief. Any deviation from these guidelines must receive prior approval from both the Police Chief and Human Resources Manager or City Manager.

Compensatory Time upon Promotion

Upon promotion into a Mid-Management position, all previously accrued CTO must be either used or paid out prior to the effective date of promotion.

Training and Special Events

Police Lieutenants, Dispatch Supervisors, and Sergeants shall be compensated for overtime hours required for attendance at State-mandated training and for work performed at special events as designated by the Police Chief or Division Commander.

Police Captain Classification

The classification of Police Captain is designated as exempt from overtime and is not eligible for overtime pay under this Article, except when overtime is required during a declared state of emergency and the related expenditure is mandated for reimbursement to the City. In such instances, Police Captains shall track and report their overtime hours consistent with the rules listed above for Police Lieutenants and Sergeants.

ARTICLE XXIII – RETIREMENT BENEFITS

The City provides retirement benefits through CalPERS. Employees shall receive the following retirement benefits according to their CalPERS membership tier.

Tier One (Classic) – Public Safety/Sworn Members

Applies to employees hired prior to December 22, 2012 and deemed “Classic” members by CalPERS.

- 3 % @ 50 plan
- 1959 Survivor Benefit – Third Level
- Service Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Single Highest Year
- Employee shall pay the full employee share of retirement costs (9 %) as calculated by CalPERS, plus a three percent (3 %) cost share of the employer’s normal cost, for a total contribution of twelve percent (12 %).

Tier One (Classic) – Miscellaneous Members

Applies to employees hired prior to December 22, 2012 and deemed “Classic” members by CalPERS.

- 2 % @ 55 plan
- 1959 Survivor Benefit – Third Level
- Service Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Highest Three (3) Year Average
- Employee shall pay the full employee share (7 %) plus a three percent (3 %) employer cost share, for a total of ten percent (10 %).

Tier Two (Classic) – Public Safety/Sworn Members

Applies to employees hired on or after December 22, 2012 and deemed “Classic” members by CalPERS.

- 3 % @ 55 plan
- 1959 Survivor Benefit – Third Level
- Service Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Highest Three (3) Year Average
- Employee shall pay 9 % statutory plus 3 % employer cost share = 12 % total.

Tier Three (PEPRA) – Public Safety/Sworn Members

Applies to employees hired on or after January 1, 2013 and deemed “New Members” under PEPRA.

- 2.7 % @ 57 plan
- 1959 Survivor Benefit – Third Level
- Service Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Highest Three (3) Year Average
- Employee shall pay twelve percent (12 %) of the retirement cost as calculated by CalPERS in its annual actuarial valuation (one-half of the normal cost of pension).

Tier Two (PEPRA) – Miscellaneous Members

Applies to employees hired on or after January 1, 2013 and deemed “New Members” under PEPRA.

- 2 % @ 62 plan
- 1959 Survivor Benefit – Third Level
- Service Credit for Unused Sick Leave

- Military Service Credit as Public Service
- Highest Three (3) Year Average
- Employee shall pay twelve percent (12 %) of the retirement cost as calculated by CalPERS in its annual actuarial valuation (one-half of the normal cost of pension).

Classic Member Cost Sharing

In accordance with California Government Code Section 20516(a), each Classic employee (Tiers One and Two for Public Safety/Sworn and Tier One for Miscellaneous) 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 and ten percent (10 %) for Miscellaneous. The City and LPMO agree that these cost-sharing provisions satisfy Government Code Sections 20516 and 20516.5 requirements.

PEPRA Member Cost Sharing

In accordance with California Government Code Section 20516(a), effective July 1, 2019, all employees deemed “New Members” under PEPRA (Tier Three Public Safety/Sworn and Tier Two Miscellaneous) shall contribute, on a pre-tax basis:

- Twelve percent (12 %) of 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.

Cost-Sharing Summary (Effective October 21, 2019)

Member Tier	Plan Formula	Employee Contribution Rate	Employer Cost Share Paid by Employee	Total Employee Contribution Obligation
Classic Sworn (Tier 1 & 2)	3% @ 50 / 3% @ 55	9% member rate	3% employer cost share	12% total
Classic Miscellaneous (Tier 1)	2% @ 55	9% member rate	3% employer cost share	12% total
PEPRA Sworn (Tier 3)	2.7% @ 57	12% member rate	—	12% total
PEPRA Miscellaneous (Tier 2)	2% @ 62	50% Normal Cost	—	50% Normal Cost

Employee contributions under this Article are deducted on a pre-tax basis under Internal Revenue Code Section 414(h)(2) and credited to each employee’s CalPERS account.

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 XXV - LIFE INSURANCE

Employees are provided with term life and accidental death and dismemberment (AD&D) insurance with a maximum benefit of twenty-five thousand dollars (\$25,000) each. Benefit amounts shall decrease after age seventy (70) based on the insurance carrier's age-related reduction schedule.

Employees are also provided with business travel accident insurance with a maximum benefit of one hundred thousand dollars (\$100,000). This coverage applies while the employee is traveling on official City business outside the City limits. Spouses and registered domestic partners are covered only while accompanying the employee on City business, or while conducting official business on behalf of the City.

These insurance benefits shall be administered through a licensed carrier authorized to provide coverage within the State of California. All reductions or limitations shall be applied uniformly and in compliance with applicable federal and state law.

ARTICLE XXVI - LINE-OF-DUTY DEATH –HEALTH AND DENTAL BENEFITS

The City shall pay one hundred percent (100%) of the premiums for health and dental insurance benefits described in this MOU for the surviving spouse or registered domestic partner, and any eligible dependent children, of any Public Safety/Sworn employee represented by the LPMO who is killed or dies in the performance of official duties.

Premiums shall continue to be paid by the City until such time as the surviving spouse or registered domestic partner remarries or becomes covered under another health or dental insurance plan.

Coverage for dependent children shall continue until the earlier of:

- The child reaches age twenty-six (26); or
- The child becomes covered under alternative medical or dental insurance provided through the surviving spouse, registered domestic partner, or another parent or guardian.

This benefit shall be administered in accordance with applicable state and federal continuation coverage laws, and in compliance with the City's insurance carrier requirements.

ARTICLE XXVII - 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 employment with the City

CHAPTER 3 - LEAVES

ARTICLE XXVIII - VACATION LEAVE

Employees hired on or after July 1, 1994 shall receive vacation benefits as follows:

Years of Service Accrual Rate (Hours per Pay Period)

Years of Service	Accrual Rate	Accrual Cap
Date of Hire:	3.08 hours per pay period	160 Hrs.
6th year	4.62 hours per pay period	240 Hrs
12th year	5.23 hours per pay period	272 Hrs
15th year/above	6.16 hours per pay period	320 Hrs

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/above	6.16 hours per pay period

Vacation leave shall be used in increments of not less than one-quarter (¼) hour. Employees may accumulate a maximum of twice (2x) their annual vacation accrual. Once the accrual cap is reached, no additional vacation hours shall be earned until usage brings the total below the established cap.

All vacation accrual, usage, and cash-out provisions shall be administered in accordance with applicable state and federal laws, CalPERS regulations, and IRS requirements. Vacation cash-outs shall be processed in compliance with constructive receipt rules and reported consistent with CalPERS guidelines regarding pensionable compensation.

Annual Vacation Cash-Out Election

To provide flexibility in managing time and income, employees may annually pre-schedule the cash-out of accrued Vacation hours. Each year, employees may submit an irrevocable election to cash out any hours exceeding eighty (80) on the books at the time of payment. 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 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.

The Human Resources Department will retain all election forms for a minimum 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 participate in future years.

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.

ARTICLE XXIX - ADMINISTRATIVE LEAVE

Employees shall be credited with eighty (80) hours of administrative leave each calendar year, effective the first pay period in January. Administrative leave may be taken in increments of no less than one-quarter ($\frac{1}{4}$) hour.

Administrative leave balances must be used or cashed out prior to December 31st of each calendar year; any remaining balance after that date shall be forfeited. The parties expressly agree that Labor Code Section 227.3 does not apply to administrative leave.

New employees, or employees who become eligible due to promotion, shall receive administrative leave on a prorated basis, with six and two-thirds (6.67) hours granted for each full calendar month remaining in the calendar year, up to a maximum of eighty (80) hours.

Employees separating from City service mid-year shall receive a cash payout for any unused administrative leave on a prorated basis, consistent with Section 26.2. Administrative leave used but not yet accrued in accordance with Section 26.2 shall be repaid to the City.

Employees may cash out up to eighty (80) hours of their current administrative leave balance in any calendar year, except during the months of May and June. Requests to cash out administrative leave must be submitted in writing to the Finance Division for processing.

ARTICLE XXX - HOLIDAYS

Effective January 1, 2019, all employees in the bargaining unit will receive a bank of holiday leave and will no longer observe the City's fixed holiday schedule. Effective July 1, 2022, the holiday leave bank will be increased by ten (10) hours in recognition of the Juneteenth holiday. Thereafter, on January 1 of each year every represented employee of the LPMO shall receive one hundred forty-five (145) hours of floating holiday leave.

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	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

Holiday hours shall be taken in increments of not less than quarter (1/4) hours.

If holiday leave is not used by the end of the calendar year, any remaining hours will be cashed out to the employee in the last pay check in December of that calendar year. Employees hired or separated mid-year shall be credited or debited with five and fifty-eight one-hundredths (5.58) hours per remaining full pay period in the calendar year. 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 classified as a CalPERS Classic Members. 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.

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.

ARTICLE XXXI – SICK LEAVE

Accrual and Use

Sick leave is earned at the rate of five and fifty-four one-hundredths (5.54) hours per pay period, with no limit on the amount that may be accrued. Sick leave shall be used in increments of not less than one-quarter (1/4) hour.

Purpose and Intent

The objective of this section is to promote the health and general welfare of City employees while ensuring maximum and reasonable job attendance. Sick leave is not intended as additional vacation or discretionary leave, but rather as a benefit of paid time away from duty for legitimate health-related reasons as defined below.

Sick leave may be used in the following circumstances:

- Actual illness or injury of the employee.
- Medical or dental appointments for the employee or an immediate family member, when such appointments cannot be scheduled during off-duty hours and when the family member is incapable of independently attending such appointments.
- When the employee’s medical attention to an immediate family member is required.

For the purpose of this Article, *immediate family* includes the employee’s 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 the employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor), grandparent, grandchild, sibling, or a designated person.

For purposes of this Article, a *designated person* means an individual identified by the employee at the time the employee requests paid sick leave. Employees may designate one such person per twelve (12)-month period for whom they may use paid sick leave to provide care.

ARTICLE XXXII– FAMILY AND MEDICAL LEAVE

Family and Medical Leave (FMLA/CFRA)

The City shall comply with the requirements of the federal Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1993 (CFRA), as defined in California Government Code Sections 12945.1 and 12945.2, and as further detailed in the City’s Personnel Policies and Procedures Manual.

Employees eligible for leave under the FMLA and CFRA Acts shall be entitled to all rights, protections, and benefits provided by applicable federal and state law, including job protection and continuation of employer-paid health benefits during qualifying leave.

ARTICLE XXXIII - CATASTROPHIC LEAVE

Catastrophic leave is available to employees in accordance with the City’s current Catastrophic Leave policy.

ARTICLE XXXIV - BEREAVEMENT LEAVE

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

ARTICLE XXXV – LEAVES OF ABSENCE

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

ORGANIZATION/CITY ISSUES

ARTICLE XXXVI – PROBATIONARY PERIOD

Probationary Period

Employees shall serve a probationary period of one (1) year. During probation, new hires shall have the same rights and privileges as regular employees, except as noted below:

- The City and employee may mutually agree to extend the probationary period for up to six (6) additional months.
- The employee serves “at will,” and rejection during probation shall not be subject to the grievance procedure.

Completion of the probationary period shall require one (1) full year of service in a full, unrestricted duty status. Leaves of absence or modified duty assignments lasting thirty (30) calendar days or more shall extend the probationary period by the length of such leave or modified duty.

New hires and promotional appointments shall be eligible for a merit increase upon successful completion of the probationary period.

ARTICLE XXXVII – INDEMNIFICATION AND DEFENSE

General Indemnification

Employees shall be indemnified and held harmless by the City against all costs, legal expenses, and liability arising out of decisions made in their official capacity for the City and/or from any cause of action for property damage or personal injury, including death, sustained by any person(s) as a result of such decision made in their capacity, except as otherwise provided below.

Exceptions to Mandatory Defense and Indemnification

The City is not required to, but may, provide for the defense of an action or proceeding brought against an employee or former employee if the City determines that:

- The act or omission was not within the scope of employment; or
- The employee acted or failed to act because of actual fraud, corruption, or actual malice; or
- The defense of the action or proceeding by the City would create a conflict of interest between the City and the employee or former employee.

Punitive or Exemplary Damages

The City is not required to, but may, pay any claim or judgment for punitive or exemplary damages under the following circumstances:

- The judgment is based on an act or omission of an employee or former employee acting within the course and scope of their employment as an employee of the City;
- At the time of the act giving rise to the liability, the employee or former employee acted, or failed to act, in good faith, without actual malice, and in the apparent best interests of the City; and
- Payment of the claim or judgment would be in the best interests of the City, as determined by the City Council.

Statutory Authority

This Article shall be administered in accordance with California Government Code Sections 825–825.6 and 995–996.6, as may be amended, which govern the defense and indemnification of public employees.

Legal Representation Procedures

Pursuant to California Government Code Section 996.4, when the City elects to provide for the defense of an employee or former employee under this Article, the City Attorney shall represent the employee unless the City determines that representation by the City Attorney would create a conflict of interest.

In such cases, the City may, at its discretion, provide for representation by outside legal counsel selected and retained by the City. Any such representation shall be conducted under the direction and control of the City, consistent with applicable law and the City’s risk management policies.

ARTICLE XXXVIII – GRIEVANCE PROCEDURE

Scope of Grievance Procedure

Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:

- The interpretation or application of any of the terms of this Agreement, including Exhibits, Letters of Agreement, and formal interpretations or clarifications executed by the Association and the City.
- Disputes as to whether a matter is a proper subject for the Grievance Procedure.
- Disputes of a class action nature filed on behalf of the Association or the City.

Class Action Grievances

Class action grievances shall be submitted in writing by the LPMO President to the City Manager, or vice versa, depending upon the party initiating the grievance. Only one grievance shall be processed for all employees affected by the same issue, and the final resolution shall apply equally to all such employees.

Step One – Department Level Discussion

The grievance shall first be discussed between the employee, the Association Representative, and the Chief of Police (or Department Head). The Chief shall provide a written response within fifteen (15) work days following the discussion.

This step must be initiated within thirty (30) work days of the date of the action complained of, or within thirty (30) work days of the date the grievant knew or reasonably should have known of the incident that is the basis of the grievance.

Step Two – City Manager Review

If a grievance is not resolved at Step One, the Association may advance it to Step Two by submitting the grievance in writing to the City Manager within fifteen (15) work days after receipt of the Step One response.

The City Manager shall issue a written decision within fifteen (15) work days of receipt of the grievance. The City Manager's decision shall be final and binding regarding the City's administrative grievance process.

Definition of Work Days

For purposes of this procedure, the term "work days" shall mean Monday through Friday, excluding City-recognized holidays and regular days off (RDOs).

Extension of Time Limits

The time limits specified in this Article may be extended by mutual written agreement between the City and the Association. Any such agreement shall be confirmed in writing prior to the expiration of the applicable deadline.

ARTICLE XXXIX– DISCIPLINARY ACTION AND APPEALS

Basis

The City may discipline any employee in City service. Discipline may include discharge, demotion, suspension, reduction in pay, or oral or written reprimand. Only regular employees shall have the right to a hearing and appeal as described in this Article.

FLSA Exempt Employees

With respect to employees in classifications deemed exempt from the overtime requirements of the Fair Labor Standards Act (FLSA), disciplinary suspensions pursuant to this policy shall be administered in accordance with the salary basis test under the FLSA's governing regulations.

Cause

Causes for discipline of any regular employee shall follow the listing of causes noted in the City's Rules for Personnel Administration, as well as the following additional causes:

- Discrimination, including harassment, against other employees or members of the public on the basis of race, religion, color, national origin (including language use), ancestry, physical disability, mental disability, medical condition (for example, HIV/AIDS or cancer), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding/nursing, and related medical conditions), gender, gender identity, gender expression, age (40 or older), sexual orientation, military and veteran status.
- , or any other legally protected classification.
- Unauthorized possession or use of controlled substances or alcohol on City property and/or at the worksite.

Persons Authorized to Take Disciplinary Action

Employee discipline may be initiated by the Police Chief for cause against any employee under their supervision. Disciplinary actions in the form of termination or discharge shall be subject to final approval by the City Manager.

Pre-Disciplinary Notice (Except in Cases of Oral or Written Reprimand)

A Notice of Intended Disciplinary Action shall be prepared in writing by the Police Chief or designee proposing the discipline and shall be served on the employee in person or by registered or certified mail. Notice shall be served prior to the action becoming effective; however, where circumstances require immediate removal of the employee from the workplace, notice shall be provided within two (2) working days from the date of removal. Employees so removed shall be placed on paid administrative leave pending imposition of discipline.

A copy of the Notice shall also be filed with the Human Resources Manager. The written Notice of Intended Disciplinary Action shall contain the following information:

- The specific type of proposed disciplinary action;
- The effective date of the proposed action;
- The specific reason(s) or cause(s) for the action;
- Citation to the rules, regulations, MOU provisions, and/or statutes that have been violated;
- Actual copies of all materials upon which the action is based; and
- Notice that the employee has the right to respond orally or in writing within ten (10) days to the Department Head initiating the disciplinary action. No hearing before the City Manager is available to review oral or written reprimands.

An employee who responds orally or in writing shall be entitled to meet in an informal Skelly conference with the Police Chief or designee and shall be given the opportunity to rebut the charges or to present mitigating circumstances.

In the case of oral or written reprimand, the Police Chief's decision shall be final.

In the case of discharge, demotion, suspension, or reduction in pay, the Police Chief or other City designee shall hear and consider the facts presented by the employee and shall thereafter submit a written recommendation to the City Manager to either impose, rescind, or modify the proposed action. The recommendation shall also be served on the employee and shall contain:

- The specific type of disciplinary action recommended;
- The specific reason(s) or cause(s) for the action.

Final Notice of Disciplinary Action

Following review of the Police Chief's recommendation and the determination by the City Manager, the City Manager shall prepare a Final Notice of Disciplinary Action, advising the employee of:

1. The disciplinary action to be taken;
2. Its effective date; and
3. The employee's appeal rights.

Disciplinary action shall become effective on the date stated in the Final Notice unless the City Manager extends the date in writing.

The City Manager shall file a copy of the Final Notice with the Human Resources Manager and deliver a copy to the employee personally or by registered or certified mail.

Post-Disciplinary Appeal of Disciplinary Action

In the event of a demotion, suspension, or dismissal, and the affected employee is not satisfied with the City Manager's decision, the employee may appeal the decision by filing a written appeal with the Human Resources Manager within fifteen (15) work days following service of the Final Notice of Disciplinary Action.

The written appeal shall include:

- A written reply to the charges against the employee; and
- A written request for an appeal hearing.
- A copy of the appeal shall also be submitted to the City Manager.

Appeal Hearing

If an employee submits an appeal, the City shall refer the case to a neutral hearing officer

selected through the California State Mediation and Conciliation Service (SMCS) to hear the appeal and submit an advisory decision to the City Manager.

Selection of the hearing officer shall be made by the parties' mutual selection from a list of seven (7) neutral hearing officers provided by SMCS. If no mutual agreement is reached, the parties shall alternately strike names until one remains, with the first strike determined by lot.

The hearing shall follow these standards and procedures:

1. The hearing shall be informal; strict rules of evidence shall not apply.
2. The parties may present and cross-examine witnesses, make opening and closing statements, and file written closing briefs. Witness testimony shall be given under oath or affirmation.
3. The hearing officer may exclude testimony or evidence which they determine is irrelevant or unduly repetitious evidence.
4. Attendance shall be limited to persons with a direct connection to the appeal. Witnesses shall normally be present only while testifying and may testify only in the presence of the employee or their representative and the City's representative.
5. The hearing shall be held at a mutually agreed-upon location that is accessible to all parties. If the parties cannot agree, the hearing shall be conducted on City premises. Any facility rental fees or other reasonable costs associated with securing an alternative hearing location shall be borne by the City."
6. The hearing officer's authority is limited to reviewing the factual basis supporting the discipline and determining whether it was reached honestly, after a fair and procedurally correct investigation, and for reasons that were not arbitrary, discriminatory, or pretextual.
7. The hearing officer's decision shall conform to the following:
 - If the hearing officer affirms the factual basis for the discipline, they may not substitute their judgment for management's as to the level of discipline imposed.
 - If the hearing officer finds that the level of discipline is excessive, they may submit an advisory opinion to the City Manager suggesting a modified level of discipline.
 - If the hearing officer does not affirm the factual basis, the normal remedy will be to remand the matter to the decision level where the error occurred for reevaluation and/or correction consistent with the findings. The hearing officer may retain jurisdiction to ensure compliance with the remand decision.

The cost of the hearing officer shall be borne by the City. The parties shall share equally the cost of the court reporter. Each side shall bear its own costs of representation.

Final Decision

The decision of the City Manager following consideration of the hearing officer's advisory recommendation shall be final and binding.

Judicial Review

Judicial review of any decision rendered under this section shall be governed by California Code of Civil Procedure Section 1094.5.

Police Officers' Bill of Rights Compliance

Notwithstanding anything in this MOU, all discipline under this Article shall conform to the requirements of the Public Safety Officers Procedural Bill of Rights Act (POBR) as set forth in California Government Code Sections 3300 et seq. for sworn personnel.

The Lodi Police Department further extends the procedural protections and principles of the POBR to all employees covered by this MOU, regardless of sworn status, to ensure that every employee is afforded a fair, transparent, and consistent disciplinary process.

ARTICLE XL – EMPLOYEE RIGHTS AND ASSOCIATION RELATIONS

Timeliness of Disciplinary Action

The City agrees that all disciplinary actions shall be taken in a timely manner, recognizing that the processes of imposing discipline, grieving such discipline, conducting investigations, and pursuing criminal proceedings may reasonably extend time frames. This process includes the investigation of complaints, recommendations for discipline to the Office of the Police Chief, and the imposition of discipline.

Public Safety Officers Procedural Bill of Rights (POBR)

The City shall abide by the POBR (Government Code Sections 3300 et seq.) with respect to Public Safety/Sworn employees, and such provisions are hereby incorporated into this MOU by reference for sworn employees only.

ARTICLE XLI – REST PERIOD

Intent

The intent of a rest period is to ensure that each employee is adequately rested for their assigned work shift.

Rest Period Entitlement

Employees shall 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 either of the following timeframes:

- Between the time the employee’s regular work shift ends and the scheduled court appearance or departmental assignment begins; or
- Between the time the employee is dismissed from the court appearance or departmental assignment and the start of their next regular work shift.
- This rest period shall not be charged to the employee and shall be considered authorized leave with pay.

Use of Leave Balances

If an employee receives approval to take the remaining portion of their scheduled shift off, the employee’s applicable leave balances shall be charged for the entire shift, as if no rest period had occurred.

Limitations

The rest period provision does not apply when an employee is scheduled for court, an appearance, or an assignment on the day immediately following a regular day off.

ARTICLE XLII– REOPENER AND SEVERABILITY

In the event that any provision of this MOU is modified by a statute, regulation, or by a competent order of a court in such a manner as to materially affect either the employees or the City, or is found by a court of competent jurisdiction to be invalid or unenforceable, the City and the LPMO agree to reopen this MOU and to renew meeting and conferring on the affected subjects.

All remaining provisions of this MOU shall be severable and shall continue in full force and effect, unless and until they are also modified by statute, regulation, competent court order, or by mutual agreement between the City and the LPMO.

CHAPTER 4 - WORK HOURS

ARTICLE XLIII – WORK SCHEDULES AND SHIFT ASSIGNMENTS

Work Schedule

Employees shall work a “4/10” work schedule. Alternate work schedules may be developed and authorized by the Police Chief based upon the operational needs of the Department.

Department Right to Assign

It is mutually agreed that the City retains the sole right to assign personnel, to establish hours of work and work schedules, to make changes to those schedules, and to schedule employees off on compensatory time, holidays, and vacations as required by the needs of the service.

Split Shifts

The City and the LPMO mutually agree that split shifts are inherently stressful and may have a negative impact on employee health and well-being.

A *split shift* is defined as a workday divided into two (2) or more work periods separated by an unpaid, non-working interval longer than a meal break, as established by the City.

Supervisors and managers shall not be assigned to work split shifts except of an emergency. If a non-exempt employee meets the California Industrial Welfare Commission Wage Order 4 criteria for a split-shift premium, the City will apply the required calculation and pay the premium only when legally mandated.

Shift Bid

Employees in the classifications of Police Lieutenant and Police Sergeant assigned to Patrol shall participate annually in a shift selection process beginning in the month of April for the upcoming one-year period.

Employees shall select their preferred team assignment, days-off sequence, holidays, and vacation periods on the basis of seniority and the needs of the service.

For purposes of this section, *seniority* shall be defined as total time served in the employee's current classification. Should a member of the LPMO leave the bargaining unit for any reason and return within twelve (12) months, seniority shall be restored as if the member had not left.

Shift Trades

Employees in the classifications of Police Lieutenant and Police Sergeant may trade shifts with other employees of the same classification, subject to the following conditions:

- Both employees voluntarily agree to the shift trade.
- A supervisor approves the shift trade. Supervisors shall not unreasonably deny a trade; however, denials shall not be subject to the grievance procedure.
- The employee whose shift is worked shall receive credit for the shift. The employee who covers the shift shall record the hours actually worked on their own time sheet.
- Repayment of the traded shift shall be the sole responsibility of the employees involved and shall not be monitored by the City. Traded shifts should occur within the same seven (7)-day work period whenever possible.
- If an employee agrees to work another employee's shift and subsequently calls in sick or fails to report for that shift, the employee who agreed to work shall have their sick leave deducted. For example: if Employee A agrees to work a shift for Employee B and then calls in sick prior to the shift, Employee A's General Leave shall be deducted and Employee B shall receive credit for the shift.

Schedule Compliance and Payroll Administration

The City and the LPMO acknowledge the importance of maintaining compliance with all applicable state and federal labor laws governing work schedules, overtime, and split-shift compensation.

Payroll records shall accurately reflect all hours worked, including any additional compensation required under the California Labor Code and applicable Industrial Welfare Commission (IWC) Wage Orders. When an employee is required to work a split shift, the one (1) hour of additional pay at the California minimum wage rate shall be itemized and paid in the pay period in which it is earned.

For employees who voluntarily trade shifts under the Shift Trades Section above, payroll records shall reflect the employee whose assigned shift was worked as having received credit for the shift. The employee covering the shift shall record the hours actually worked on their own time sheet. Shift trades approved under “*Shift Trades*” in this section shall not result in overtime liability under the FLSA when all other applicable conditions are met.

The City shall maintain timekeeping and payroll practices consistent with the FLSA (29 U.S.C. § 207(k)), the California Labor Code, and this MOU.

Term of Agreement:

The terms and conditions of this MOU shall remain in full force and effect for the period of July 1, 2025 (“Effective Date”) through June 30, 2028. The provisions of this MOU shall be effective on the Effective Date except as otherwise specifically provided herein.

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

Lodi Police Mid-Management Organization

City of Lodi, a municipal corporation

Signature: _____

Signature: _____

Date: _____

Sean Blandford - President, LPMO

Date: _____

James Lindsey - Interim City Manager

Signature: _____

Signature: _____

Date: _____

Eric Shaw - Vice President, LPMO

Date: _____

Patrick Clark - Chief Negotiator

Signature: _____

Date: _____

Ryan LaRue - Secretary, LPMO

Signature: _____

Date: _____

Cristina Gonzalez - Interim Human Resources Manage

APPROVED AS TO FORM:

Signature: _____

Katie Lucchesi - City Attorney

ATTEST:

Signature: _____

Olivia Nashed - City Clerk

******PLACEHOLDER FOR SCHEDULE A - FINAL SALARY INFORMATION TO BE PRESENTED BY BLUESHEET AT THE CITY COUNCIL MEETING ON NOVEMBER 19, 2025.******

SCHEDULE A

POLICE MID-MANAGEMENT SALARY SCHEDULES

Effective July 7, 2025 – 3% Equity Adjustment – (Police Captain, Police Lieutenant, Police Sergeant Only)

Police Captain	6300	07/07/2025					
Police Lieutenant	6310	07/07/2025					
Police Sergeant	6320	07/07/2025					
Dispatch Supervisor	6430	07/07/2025					

Effective July 6, 2026 – 3% Cost of Living Adjustment

Police Captain	6300	07/06/2026					
Police Lieutenant	6310	07/06/2026					
Police Sergeant	6320	07/06/2026					
Dispatch Supervisor	6430	07/06/2026					

Effective July 5, 2027 – 3% Cost of Living Adjustment

Police Captain	6300	07/05/2027					
Police Lieutenant	6310	07/05/2027					
Police Sergeant	6320	07/05/2027					
Dispatch Supervisor	6430	07/05/2027					