MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

LODI POLICE DISPATCHERS ASSOCIATION

July 1, 2025 – June 30, 2028

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CITY OF LODI
AND
LODI POLICE DISPATCHERS ASSOCIATION
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 Lodi Police Dispatchers Association ("LPDA").

CHAPTER 1 – COMPENSATION & WORKING CONDITIONS

ARTICLE I - SALARY

1.1 The Salary Schedule for employees represented by the LPDA will be as set forth in Exhibit A.

- Effective the pay period beginning December 22, 2025, the City shall provide an equity adjustment of 3%.
- Effective retroactive to July 1, 2025, the City shall provide an Equity Adjustment of 5.82%. (Retro pay via separate check as soon as administratively feasible.)

1.2 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.

In the event a salary survey is conducted during the term of this MOU, the lead dispatcher position will be used as the benchmark for the survey, provided that any city that does not have lead position shall use the dispatcher position and any training incentives received as part of the base. The survey shall be based upon total compensation for PEPRA employees including salary and limited to employer's health insurance premium, deferred compensation, and any comparable incentives.

ARTICLE II - HOURS AND OVERTIME

2.1 Work schedules presently in effect shall remain in effect; however, the City reserves the right to change the hours of work after consultation with the employees involved. Temporary changes in this schedule must have at least 24 hours' notice.

2.2 Dispatcher/Jailer Work Schedule: Dispatcher/Jailer positions assigned to the Communication Center shall work a twelve (12) hour schedule with a one (1) hour paid lunch and two (2) 15- minute breaks. Alternative work schedules for Dispatcher/Jailer

positions assigned outside of the Communications Center may be developed by mutual agreement between an employee (s) and the appropriate supervisor.

2.3 Property Unit Work Schedule: Employees assigned to the Property Unit shall work a 4/10 schedule. The personnel participating will have consecutive days off scheduled depending on the needs of the assignment.

a) Employees participating in this schedule will officially begin their work week at noon Friday to avoid FLSA conflicts and/or overtime.

b) In the event of unexpected staff shortages, this alternative work schedule can be terminated with 72 hours' notice.

2.4 Overtime - Overtime work is work performed by an employee outside their regular hours and includes time worked:

a) In excess of forty (40) hours in a work week for members working a 4/10 schedule. This provision may be nullified if a shift trade is involved.

b) In excess of eight (8) hours in any work day for those on an eight (8) hour shift, in excess of ten (10) hours in any work day for those on a ten (10) hour shift, and in excess of twelve (12) hours per day for those on a twelve (12) hour shift.

c) Time worked outside of regular hours of work on a work day unless notification has been made in accordance with this MOU.

d) Time worked on a non-work day unless involved in a shift trade.

2.5 Minimum Overtime for Non-Workdays: Employees who are required to report for prearranged work on their non-work days shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.

2.6 Minimum Overtime for Emergency Call Out: Compensation paid to employees called out in emergency situations, outside their regular work hours, shall be a minimum of three (3) hours' pay at the overtime rate.

2.7 Overtime Contiguous with Regular Shift: When, at the request of the supervisor in charge, an employee reports for prearranged overtime on work days outside of their regular work hours, the employee shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into their regular work hours, the employee shall be paid overtime compensation only for actual work time up to their regular work hours.

2.8 Rest Period Between Shifts - The intent of the rest period is to ensure that employees represented by the bargaining unit are adequately rested for their assigned work shift. In the event a supervisor or Watch Commander deems it necessary for an employee to work through their rest period, the employee will continue being paid at the overtime rate.

a) Employees 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 employee's regular work shift ends and their scheduled appearance/assignment time; or

2) the time period that employee is dismissed and their regular work shift begins.

This rest period will not be charged to the employee's accrued leave balance.

b) If an employee requests and receives approval to take the remaining portion of their scheduled shift off following the end of the rest period, the employee's leave balances will be charged for the entire shift (as if no rest period has occurred).

c) The rest period does not apply when an employee is scheduled for court or appearance/assignment the day immediately following a day off.

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

a) No more than 144 hours of CTO may be carried on the books at any time. Employees with banks exceeding 144 hours shall retain those excess hours but shall not be eligible to accrue additional CTO hours until their CTO banks fall below the 144-hour maximum provided for in this MOU.

b) An employee's decision to elect to earn CTO instead of overtime is irrevocable.

c) Employees may cash out their CTO twice a year during the months of April and October.

d) 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 CTO balance.

e) Employees may submit a written request to the Chief of Police to increase the hours of CTO that may be carried on the books in excess of 144 hours. The request may only be made to address extenuating circumstances and will be evaluated on a case by case basis. The decision to grant or deny said requests is at the sole discretion of the Chief of Police, and shall not be subject to the grievance procedure.

2.10 Communications Center Staffing - When staffing shortages occur in the Communications Center, Dispatcher/Jailers shall be called back to work under the following guidelines. Staffing shortages shall be determined by the number of fully-trained personnel actually on duty in conjunction with the amount and type of work actually needed or logically anticipated on any given watch.

a) Personnel shall be called for duty by or at the direction of the Watch Commander, Supervisor, or Lead responsible for the hours of duty to be worked. The three (3) hour minimum call back time, as per this MOU, shall apply if an employee is called back and returns to work.

The option to work overtime shall be given to Dispatcher/Jailers assigned in the Communication Center by seniority, unless the employee is working an adjacent shift. If the employee has worked, or will be working, the adjacent shift the employee can work no more than sixteen (16) continuous hours, except in emergency circumstances.

b) Any Dispatcher working an overtime shift must be able to perform all duties of dispatch and jail procedures, with the exception of a dispatcher on light duty. The purpose of this is to eliminate personnel in a training status or an unqualified person from working overtime shifts.

c) A current seniority list shall be maintained in the Communication Center with an updated work schedule maintained by the Services Division Supervisor and Patrol Watch Commander(s). Dispatch will be responsible for call in/call backs at the Watch Commander's direction. Failure by dispatch to follow this procedure will not subject the City to unwarranted overtime.

d) Vacations and Holidays – First vacation pick shall not be canceled unless there is a total departmental call-out. Holidays may be canceled in part or fully; however, during the period of time that the dispatch unit is short-staffed (less than full staffing, or at full staffing for less than sixty (60) consecutive days) during the term of this MOU (including newly hired employees in training) the department will allow overtime for the shortage. If a dispatch shift is not covered by overtime, the holiday will be canceled. If the dispatch division shall reach full staffing levels based on the then current budgeted Full Time Equivalent positions, and remain at full staffing levels for sixty (60) consecutive days, overtime shall no longer be paid to cover a shortage caused by a holiday or vacation that is not a first pick vacation. Should it become necessary to cancel a scheduled holiday, the employee will be given at least forty-eight (48) hours' notice of the cancellation. If such notice is not given, the employee will be paid at a rate of time and one half (1 ½) for the actual hours worked.

An employee who is on a first-pick schedule vacation will not be compelled to come to work on the vacation days or adjacent regular days off unless exigent circumstances exist. Staffing shortages will not be considered exigent circumstances for the purposes of this subsection only. Exigent circumstances would include, but not be limited to, natural disasters, riots, total department call-outs, etc.

e) Duties - Personnel called back for work shall perform all the regular duties required in a regular work day and shall appear in uniform.

f) When a dispatcher is ordered back to work on an "as soon as possible" basis and reports within thirty (30) minutes, the dispatcher shall be compensated from the time of the call. This includes, but is not limited to, regular duties, and special assignments.

2.11 Shift Differential Pay

Employees 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 – BILINGUAL DISPATCHERS

Employees designated by the Police Chief and approved by the City Manager who have passed bilingual proficiency examination administered by the City 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). 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 IV – INCENTIVE PAY/EDUCATION

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

4.1 Incentive Pay in the amount of one hundred sixty-five dollars ($165) per month ($76.15 per pay period) incentive pay allowance shall be paid to employees who have completed Post Certified Field Evidence Technician (FET) course certification and are on the call out roster for Field Evidence Technicians; or the Latent Print Examiner Certification

4.2 Communications Training Officer: Dispatcher/Jailers who are routinely and consistently assigned to train employees and who have been trained and are certified as a Communications Training Officer by POST are eligible for a training incentive of five percent (5%) to be added to the base rate of pay while assigned to train newly hired Dispatchers/Jailers. Lead Dispatchers are not eligible for this incentive.

4.3 Property/Evidence Technician who are routinely and consistently assigned to train employees approved by the Police Chief or designee, shall be eligible for a training incentive of five percent (5%) to be added to base rate of pay for all hours worked, while training newly hired support staff assigned to the property room.

4.4 Degrees and POST Certification:

a) Employees who have either an AA degree or Intermediate POST certificate will receive Education Incentive Pay in the amount of one hundred fifty dollars ($150) per month ($69.23 per pay period).

b) Employees who have a BA degree or Advanced POST certificate shall receive Education Incentive Pay of two hundred twenty-five dollars ($225) per month ($103.85 per pay period).

c) These amounts are not cumulative. Employees will only be paid for the higher amount in the education series.

Education and POST Certification pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571 AND 571.1 CCR.

ARTICLE V – UNIFORM

5.1 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 conjunction with regular pay checks. Effective 12/22/2025 the uniform allowance of $950 was eliminated.

5.2 In the event of pregnancy, maternity uniforms shall be required. The maternity uniform shall consist of a LPDA blue uniform shirt, department patches, and name tag. The pants shall be navy blue and approved by the supervisor.

5.3 The City agrees to repair or replace both personal and City owned uniforms, equipment and property, except for jewelry, damaged or destroyed on duty unless gross negligence can be shown on the part of the employee. Repair or replacement costs shall not exceed reasonable cost. Receipts will be required prior to reimbursement.

ARTICLE VI - COURT APPEARANCES

6.1 An employee serving on jury duty is entitled to keep any monies paid them for jury duty.

6.2 If an employee has jury duty they shall not be scheduled to work eight (8) hours preceding or following jury duty at no cost to the employee. In the event of being summoned for a non-work-related Jury trial, employee must disclose their job duties as Dispatcher / Jailer for the City of Lodi. In the event employee assigned to graveyard is selected for a jury trial, the employee may work with the Dispatch Supervisor regarding scheduling.

6.3 If an employee covered by this agreement is required by subpoena to appear in court or to give a deposition as a result of an action taken within the scope of employment with the City, that employee will receive their full pay while so doing with no loss of time if said employee is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half (1 ½) times their regular rate of pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employees, the Police Chief or designee must be notified in writing of the off-duty

appearance within seventy-two (72) hours after the employee is subpoenaed or otherwise notified of the required court appearance.

6.4 Court appearances within San Joaquin County – time shall start thirty (30) minutes prior to the appearance time.

6.5 Court appearances outside of San Joaquin County – start time shall be determined by the supervisor and officer

ARTICLE VII – LONGEVITY PAY

PERS-Reportable Longevity Pay

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

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

The applicable longevity incentive shall become effective on, and coincide with, the employee's anniversary date marking completion of the qualifying service period. For purposes of determining eligibility, employees must meet the required service threshold of ten (10) or twenty (20) full years of consecutive service with the 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.

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.

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

ARTICLE VIII - SAFETY

The City reaffirms its desire and aim to provide a safe place of employment for its employees and shall continue to take all reasonable steps to ensure this. The City and the LPDA mutually agree that during the ensuing year at least two joint meetings will be held in order to develop a mutually satisfactory safety program.

IX. WELLNESS PROGRAM

Effective as soon as administratively feasible to conduct physical examination in calendar year 2026, 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 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. Participants 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 will be conducted as soon as administratively feasible in calendar year 2026, and the parties agree that is 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 – LEAVES

ARTICLE X - CATASTROPHIC LEAVE

Catastrophic leave is available to employees in accordance with the City's current Catastrophic Leave Policy.

ARTICLE XI - HOLIDAYS

11.1 Employees shall receive twelve (12) holiday days off per year. The additional holiday added in 2022 is in recognition of the Juneteenth federal holiday. Hours earned per pay period are dependent upon their work schedule. Schedules and hours received annually are as follows:

a) 12-hour schedule 144 hours per year

b) 10-hour schedule 120 hours per year

c) 8-hour schedule 96 hours per year

The City observes 10.5 holidays. The observed holidays are as follows, in addition to 1.5 floating holidays:

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

Holiday leave is to be taken off at a time mutually agreed upon between the employee and the department head. Holiday time may be taken in one-hour increments during the calendar year.

11.2 Unused holiday leave may not be carried forward into the following calendar year but shall be paid out by the City at the employee's current straight time rate. 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 is not pensionable compensation. Floating holiday hours are considered not pensionable compensation for both Classic and PEPRA members.

11.3 Employees hired after the first pay period of the year shall be credited with hours for each pay period remaining in the calendar year dependent upon the work schedule assigned. Schedule and hours received per pay period are as follows:

a)	12-hour schedule	5.54 hours per pay period
b)	10-hour schedule	4.62 hours per pay period
c)	8-hour schedule	3.69 hours per pay period

Employees separating after the first pay period of the year shall have their holiday balances reduced by a number of hours dependent upon work schedule assigned. Schedule and hours deducted per remaining pay period in the year are as follows:

a)	12-hour schedule	5.54 hours per pay period
b)	10-hour schedule	4.62 hours per pay period
c)	8-hour schedule	3.69 hours per pay period

If the employee does not have sufficient holiday hours remaining the difference in hours shall be reduced from other balances for which the employee would be paid.

11.4 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 XII - LEAVES OF ABSENCE

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

ARTICLE XIII - SICK LEAVE

13.1 All employees shall accumulate sick leave based on shift worked. Schedule is as follows:

12-hour workday	5.54 hours per pay period
10-hour workday	4.62 hours per pay period
8-hour workday	3.70 hours per pay period

13.2 Sick leave may be accumulated up to an unlimited amount.

13.3 Sick leave may be used in accordance with Federal and State law for the following reasons:

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, sibling, or 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. 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.

ARTICLE XIV - VACATION LEAVE

14.1 0 - 1 year - none. However, at the completion of twelve (12) continuous months (2,080 hours) of actual service, eighty (80) hours of vacation will be credited to the employee's account.

a)	1 through 5 years:	3.08 hours per pay period
b)	6 through 11 years:	4.62 hours per pay period
c)	12 through 14 years:	5.24 hours per pay period
d)	15 years and more:	6.16 hours per pay period

14.2 First choice vacation leave is picked by seniority. Second choice vacation leave is selected upon completion of first choice vacation leave. All vacation picks will be based upon seniority. However, if seniority is waived by an employee, the employee must wait until seniority list is exhausted prior to picking another vacation.

14.3 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. The decision of the City Manager is final and binding, and not subject to the grievance procedure. For all other issues regarding Vacation Leave refer to the City's Policy of Vacation Leave.

ARTICLE XV – TIME OFF FOR SCHOOL ACTIVITIES

15.1 An employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed child care facility, may take up to eight (8) hours per month to participate in activities of their child's school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency . However, if the employee is scheduled to work a shift greater than 8 hours (i.e., 9, 10, or 12 hours) they may take up to the lesser of twelve (12) hours or their full-shift so that they do not have to return to work for the remaining scheduled hours of their shift. Employees are entitled to use up to 40 hours each year for school or child care activities pursuant to the Family-School Partnership Act.

An employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed child care facility, are entitled to use up to forty (40) hours each school year for school or child care activities pursuant to the Family-School Partnership Act.

Employees requesting such leave will provide reasonable advanced notice to the City.

The leave is unpaid unless the employee uses their leave accruals. The employee must provide documentation from the school or licensed child care facility as verification that the employee participated in school or child care facility activities on a specific date and at a particular time. If both parents, guardians or grandparents work for the City at the same City work site, only the first parent requesting will be entitled to leave under this provision.

CHAPTER 3 – CAFETERIA PLAN

ARTICLE XVI – HEALTH INSURANCE

16.1 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 c overage 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.

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 XVI 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 LPDA bargaining unit.

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 this Article – Health Insurance
-Dental Insurance – see Article XVII – Dental and Orthodontia
- Vision Insurance – see Article XVII – Vision Care Insurance
- Chiropractic Services – see Article XVIII – 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 XVI– Health Insurance.

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

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 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.

16.2 Flexible Spending Account

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 XVII - DENTAL AND ORTHODONTIA

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 XVIII – 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 XIX– 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

ARTICLE XX - LONG TERM DISABILITY

20.1 A long term disability program, which, coordinated with other disability benefits, shall provide a benefit of 66 2/3% to a maximum of $10,000 per month of the employee's basic salary in the event of disability. This program commences sixty (60) days from the date of disability. Please refer to the City Policy on Long Term Disability.

20.2 The maximum length of coverage is three (3) years from date of disability.

ARTICLE XXI - LIFE INSURANCE COVERAGE

21.1 The City will provide each covered member an accidental death policy with a maximum pay out of twenty-five thousand ($25,000) 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.

21.2 The City will provide a term life insurance program with a maximum payout of ten thousand dollars ($10,000) for the employee. Said amount of insurance to reduce to a maximum payout of six thousand five hundred dollars ($6,500) at age 70, and to decrease to five thousand dollars($5,000) at age 75. In addition, the City will provide life insurance with a maximum payout of one thousand five hundred dollars($1,500) for an employee's spouse, dependent children under the age of twenty-four (24), and dependent disabled children.

ARTICLE XXII - DEFERRED COMPENSATION

22.1 Employees may voluntarily participate in the City's Deferred Compensation plan as allowed by Internal Revenue Code Section 457.

22.2 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 XXIII - PERS

23.1 The City agrees to provide the following retirement program and options and to pay the employer's cost for employees deemed to be "classic" employees by PERS:

a) The 2.00% at 55 formula.

b) Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.

c) Increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.

d) The third level of 1959 survivor benefits.

e) 50% survivor continuation in the event of death after retirement.

f) Sick leave conversion.

g) Effective July 6, 2026 employee shall pay the full employee share of retirement costs (7%) as calculated by PERS in its annual actuarial valuation.

23.2 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):

a) The 2.00% at 62 formula.

b) Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.

c) Increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.

d) The third level of 1959 survivor benefits.

e) 50% survivor continuation in the event of death after retirement.

f) Sick leave conversion.

g) Effective July 6, 2026 employee shall pay the full employee share of retirement costs as calculated by PERS in its annual actuarial valuation.

23.3 Effective the pay period beginning December 22, 2025 and continuing until July 5, 2026, in accordance with California Government Code §20516 contract amendment process requirements, each employee in this unit shall pay three percent (3%) towards the employer's share of CalPERS normal pension cost (cost-sharing).

ARTICLE XXIV - SICK LEAVE CONVERSION TO RETIREE MEDICAL INSURANCE AND SERVICE CREDIT

24.1 Sick Leave Conversion to Retiree Medical: For all unused sick leave at the time of retirement, a represented employee hired by the City on or before July 9, 1994 with at least ten (10) years of employment with the City shall receive medical insurance coverage upon retirement from the City (but not upon resignation or termination) on the following basis:

a) After at least ten (10) years of employment by the City, fifty percent (50%) of the represented employee's unused sick leave shall be converted to months of medical insurance at the rate of one (1) month's premium for employee and dependent coverage for each day (8 hours = one day) of unused sick leave as adjusted herein, inclusive of the minimum monthly employer contribution paid to CalPERS.

b) For each year that an employee has been employed by the City in excess of ten (10) years, the employee shall be entitled to add two and one-half percent (2 1/2%) to the fifty percent (50%) before converting the unused sick leave to months of insurance.

The City shall pay up to the City's liability for medical insurance premiums for 2-party coverage (retiree and dependent).

Accrued and unused sick leave at retirement used for conversion to retiree medical shall not be credited as sick leave service credit.

In accordance with the sick leave conversion provisions, a surviving dependent of an employee hired by the City on or before July 9, 1994 may at their own expense continue medical insurance at the employee-only premium for the same period as if the employee had not died.

Represented employees hired by the City on or before July 9, 1994 who retire from the City of Lodi shall have the option of purchasing, at the employee's cost, additional medical insurance.

Out of area retirees hired by the City on or before July 9, 1994 may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 21.2.

24.2 Sick Leave Conversion to Service Credit: An employee whose effective date of retirement through CalPERS is within four months of separate from City of Lodi employment shall receive service credit for unused sick leave credited as 0.004 year of service credit for each unused day of sick leave certified to the board by the member's employer, per Government Code Section 20965. It is agreed that eight (8) hours equals one day for purposes of determining days creditable.

This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after July 9, 1994.

If an eligible employee opts to utilize the provisions of Section 21.1, the City will report they have zero hours of unused sick leave.

24.3 Sick Leave Conversion Grievance Settlement: The City asserts that there was previously a scrivener's error in the MOU listing July 9, 1994 as November 8, 2004 referenced in the Section on Sick Leave Conversion to Retiree Medical Insurance or Service Credit. Association contested the City's position. As a resolution to this matter, the City and Association agreed that the following employees that were hired into this bargaining group between July 9, 1994 and November 8, 2004 would not be eligible for sick leave conversion to retiree medical insurance. In lieu of this benefit, the City agreed to establish a Retiree Health Savings Account (RHSA) for the affected employees listed below. The City further agreed to allocate a lump sum of $75,000.00 to be distributed to the listed employees on a pro-rated amount based on their individual sick leave accrual amount as of the pay period ending May 17, 2015. The pro-rated amounts were deposited into the RHSA. Beginning the first full pay period in 2016, the City shall contribute one percent (1%) of the employees' base bi-weekly salary, each pay period, into the RHSA until such time as the employee retires, resigns, or separates employment with the City of Lodi. This agreement applies to the following remaining employees that were hired into this bargaining group between July 9, 1994 and November 8, 2004:

Maria Butterfield	Jeff Humphrey
Tenneill Ramirez	Andrea Patterson
Jennifer Root	Kimberly Van Tassell

The above named employees were required to make an irrevocable choice to either convert their previously earned sick leave as described above, moving the existing balance into a closed bank of hours (Bank A), which shall be available only for use as sick leave by the employee, or to decline the conversion as described above and maintain one bank of hours which may be used for sick leave by the employee and in accordance with Section 21.2

referencing PERS sick leave conversion to service credit provision. Hours in Bank A shall not be eligible for catastrophic leave donations.

Employees who opt into the RHSA shall have future sick leave hours deposited into Sick Leave Bank B. Sick Leave Bank B hours may be used by the employee for sick leave or towards CalPERS service credit upon retirement as described in Section 21.6. Sick Leave Bank B hours may also be donated under the City's catastrophic leave policy. Sick Leave Bank B hours shall be valued at the employee's current regular hourly rate of pay; however, these hours shall have no cash value.

Employees utilizing sick leave hours shall first draw from Bank A hours. If no Bank A hours exist, then Bank B hours shall be used.

ARTICLE XXV - TUITION REIMBURSEMENT

25.1 Tuition reimbursement shall be available to employees as stated in the City's current Tuition Reimbursement policy.

25.2 The City shall allow employees represented by the bargaining unit the option of using up to three hundred dollars ($300) per fiscal year for work-related training seminars, symposiums, etc., that are not reimbursable by the City under the Tuition Reimbursement Policy. All training and time off for training must be approved in advance by the department head.

ARTICLE XXVI - WORKERS' COMPENSATION

26.1 When an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of their employment, the City will pay full compensation to any represented employee who becomes eligible for benefits under Workers' Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers' Compensation benefit criteria, the employee upon receiving said benefits paid by Workers' Compensation will also receive compensation from the City in such an amount that when added to the Workers' Compensation payment will equal the employee's regular salary. The amount paid by the City will, after the period from the date of injury and date of eligibility, be charged to the employee's sick leave account. The employee's regular deductions shall be made from the amount paid by the City.

a) Employees represented by the bargaining unit shall have the presumption afforded by Labor Code Section 3212.5 regarding pneumonia (but not heart trouble) and the presumption afforded by Labor Code Section 3212.6 regarding tuberculosis. Moreover, employees represented by the bargaining unit who can establish exposure to bodily fluids shall have the presumption afforded by Labor Code Section 3212.8 regarding blood borne infectious diseases and MRSA and Labor Code Section 3212.9 regarding meningitis.

26.2 In the event an employee is injured or otherwise becomes disabled:

a) By contact with a prisoner or member of the public in the course of employment or,

b) While performing evidence technician assignments.

The City shall supplement the Workers' Compensation payment to the extent that the employee shall receive their regular salary and benefits for up to one (1) year. Thereafter, the employee may be eligible for the Long-Term Disability (LTD) program, per Article XVII. Please refer to the City Policy on Long Term Disability

26.3 The City supplement will end at the earliest of the following:

a) Permanent and stationary rating of employee.

b) Return to duty or physician's release.

CHAPTER 4 – ASSOCIATION/CITY ISSUES

ARTICLE XXVII - CITY RIGHTS

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:

a) decide the scope of service to be performed and the method of service

b) hire and/or otherwise determine the criteria and standards of selection for employment

c) fire, demote, suspend or otherwise discipline for just cause

d) transfer employees from location to location and from time to time

e) lay off and/or relieve employees from duty due to lack of work or any other legitimate reason

f) re-hire employees

g) determine the allocation and content of job classification

h) formulate and/or amend job descriptions

i) to determine the need for overtime work subject only to contrary provisions of this MOU

j) merge, consolidate, expand, curtail or discontinue operation temporarily or permanently in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable

k) contract and/or subcontract any existing or future work

l) control the use of equipment and property by the City

m) determine the number, location and operation of headquarters, annexes, substations and or division thereof

n) expand, reduce, alter, combine, assign or cease any job

o) schedule and assign the work to the employees and determine the size and composition of the work force

p) determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved serviced, maintenance procedures, materials, facilities and equipment

q) take whatever action may be necessary to carry out the mission and responsibility of the City and specifically the Police Department in unusual and/or emergency situations

r) formulate, amend , revise, and implement standard operating procedures, rules, and regulations regarding the operation of the Police Department

s) establish, amend, revise and implement any programs, and or procedures including an employee evaluation system

t) require employees to observe and obey the City's and Departmental policies, procedures, ordinances, resolutions, rules and regulations

However, the exercise by the City of the rights in the paragraph does not preclude employees of their recognized employee organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours, or other terms and conditions of employment.

ARTICLE XXVIII - CHANGES IN THE MEMORANDUM OF UNDERSTANDING

The parties agree to reopen this MOU and to renew meeting and conferring on the subjects set forth herein during the term of this MOU only in the event that any provision of this MOU is modified by statute, applicable regulation, or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU would continue in full force and effect unless and until they were also modified by statute, applicable regulation or order of Court, or agreement of the parties.

ARTICLE XXIX - EMPLOYEE REPRESENTATION

29.1 The parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Sections 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this MOU. If the City intends to change a matter within the scope of representation under the Meyers-Millias-Brown Act (MMBA) which is not covered by this MOU, it shall notify the LPDA. If the LPDA wishes to negotiate over such a matter, it shall notify the City within twenty (20) work days of notice, and the parties shall commence negotiations within twenty (20) work days of the LPDA's notification. If the LPDA does not respond within twenty (20) work days of the City's notification, the City will have no further obligation to negotiate over the matter.

29.2 Recognition: The terms and conditions of this MOU are applicable to all regular and probationary employees represented by LPDA. The City recognizes the LPDA as the sole and 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:

- Community Services Officer
- Dispatcher/Jailer
- Lead Dispatcher/Jailer
- Property & Evidence Technician

29.3 Dues - The City shall grant dues deduction to City employees who are members of the LPDA 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."

a) The Association may have the regular dues of its members deducted from the employees' paychecks. It shall be the responsibility of the Association to maintain a record of employees who have given their written consent to join and pay dues to the Association. The Association 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 Association and uniform as between employee members of the Association, and shall not include fines or fees.

b) 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 Association deduction.

c) The LPDA shall indemnify, defend, and hold the City of Lodi harmless against any claims made and against any suit instituted against the City of Lodi on account of check-off of said employee organization's dues. In addition, the LPDA shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.

d) Effective upon adoption of this Memorandum of Understanding (MOU) and for the purposes of the continued certification of LPDA as the recognized employee organization for this unit, employees in this unit who are or hereafter become members of LPDA shall maintain membership in good standing with LDPA 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 from the expiration of this MOU. Such withdrawal must be in writing and delivered to LPDA and the Finance Department within the prescribed time frame.

29.4 The City agrees to furnish LPDA with a written notice of the City's intention to make changes in departmental rules, policies or procedures that would affect the working conditions of employees represented by the bargaining unit, notwithstanding Article XXVII.

29.5 LPDA will have the right to use city facilities for association business subject to advance notice and availability.

29.6 If any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the 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 any issue, the applicable document is controlling.

29.7 New Employee Orientation

The City shall provide the LPDA 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 is 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 shall provide the LPDA with an exclusive thirty (30) minute meeting with any new employee or group of employees covered by this MOU, at the end of the City-scheduled employee orientation. The specific date, time, and location of the LPDA meeting with new employees will be coordinated by the Police Chief and the President of the LPDA.

The City and LPDA 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.

ARTICLE XXX - EMPLOYEES RIGHTS

30.1 Association Release Time Bank: Individual bargaining unit employees may donate from their vacation or holiday leave time up to eight (8) hours per calendar year for Association business. Donation of leave will be taxed to the donor in accordance with legal requirements. The President may designate members of the Association to utilize this time. Only one employee at a time may be absent unless it is mutually agreed that additional employees may be absent. Five (5) days' advance notice of use of time shall be given.

30.2 The City will provide affected employees with copies of personnel orders as soon as the personnel orders are issued. Personnel orders are defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, promotion notices and termination notices.

30.3 Any LPDA member who is to be interviewed concerning an act which, if proven, could reasonably result in disciplinary action will be afforded the following safeguards:

a) LPDA member will be informed prior to the interview if the City believes the LPDA member is a suspect in the investigation.

b) The LPDA member will be informed of the nature of the investigations and allegations and afforded the opportunity to consult with a LPDA representative prior to an interview. The LPDA member shall be allowed the right to have an LPDA representative present during the interview.

c) The City shall make a reasonable good faith effort to conduct these interviews during the employee's regular working hours except for emergencies or where interviews can be conducted by telephone. Section 27.3 (a) and (b) notwithstanding.

d) Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion. No more than two (2) interviewers may be present at any one time.

e) The employee shall be entitled to reasonable intermissions to attend to personal necessities.

f) If the City tape records the interview, the member also has the right to tape the interview. If the interview is taped by either party that party must give notice of its intention.

g) Interviews and investigations shall be concluded with no unreasonable delay.

h) The employee shall be advised of the results of the investigation and any future action to be taken on the incident.

i) When the investigation results in Departmental charges being filed against the employee, the employee, upon request, will be furnished with a copy of the reports of the investigation which contain all known material facts of the matter, to include any tape recordings, at no cost. The employee will also be furnished with the names of all witnesses and complainants who are to appear against the employee and/or whose statements may be used against the employee.

30.4 Performance Evaluation:

The performance of each LPDA member shall be evaluated annually. Performance evaluations shall be based on work performance related criteria.

a) When an employee is rated unsatisfactorily in any category, the supervisor shall state the reason(s) for such rating and shall, if practicable, suggest means of improvement.

b) After the evaluation is made, the employee shall be given a copy. Either the supervisor or employee may request to meet and discuss the evaluation.

30.5 Personnel Files:

Each employee shall, during normal business hours, have the right of access to their own personnel file. At the employee's request they shall be provided one copy of any document placed in the employee's file. Employees will be given a list of all personnel files held by the City and any department personnel used for promotion and disciplinary actions.

a) An employee shall have the right to inspect and review any official record relating to their performance as an employee which is kept or maintained in the employee's personnel file. The City shall provide an opportunity for the employee to respond in writing to any information with which the employee disagrees. Such response shall

become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's permanent record.

b) The only persons permitted to have access to the contents of an employee's personnel folder, excluding background investigation references from previous employers, are the employee, their designated representative having the employee's signed authorization, and persons authorized by the City.

c) Employees will receive a copy of all materials placed in their file. Written reprimands more than two (2) years old will not be considered for purposes of promotion, transfer, special assignments and disciplinary actions, except as to those disciplinary actions which show patterns of misconduct as defined in the Department's Rules and Regulations.

d) Anything less than a written reprimand shall be purged from an employee's personnel file after an evaluation is given. Requests to purge personnel files are the responsibility of the individual involved.

e) The following documents are not subject to this section: Records relating to the investigation of a possible criminal offense; letters of reference; ratings, reports, or records that were: obtained prior to the employee's employment, prepared by identifiable examination committee members, and/or obtained in connection with a promotional examination.

ARTICLE XXXI SPECIAL ASSIGNMENTS

31.1 All special assignments available to employees shall be posted and shall invite letters of interest from employees

31.2 All special assignment positions shall be limited to three (3) with the option to extend to five (5) years if no letters of interest are submitted at the end of the three (3) years.

The Chief reserves the right to ask for letters of interest for special assignment positions during shift pick changes. If no applications of interest have been submitted for the position, the employee holding the position may be extended for a period of two more years after the third year.

No employee has property rights to such assignments. Employees covered by this MOU waive any appeals for assignment, reassignment, and transfer out of a special assignment.

ARTICLE XXXII - GRIEVANCE PROCEDURE

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

a) 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.

b) The term "day" means a working day, i.e. Monday through Friday excluding fixed City Hall holidays

c) A grievance is a good faith complaint of one or a group of employees or a dispute between the City and the LPDA involving the interpretation, application, or enforcement of the express terms of the Agreement and other terms and conditions of employment and matters of discipline which includes demotion, suspension, or discharge.

d) As used in this procedure, the term "party" means an employee, the LPDA, the City, or the authorized representative of any party. The employee is entitled to representation through all the steps in the grievance procedure.

32.2 INFORMAL GRIEVANCE PROCEDURE

a) An employee, the LPDA, or their representative having an issue arising from employment in the municipal service shall seek adjustment of the issue initially through verbal contact with their immediate supervisor within twenty (20) working days of the date of the action being grieved, or the date the grieving party became aware of the incident which is the basis of the issue. Should the immediate supervisor be unable to make a satisfactory adjustment, or is a party to the issue, the employee, LPDA, or their representative may seek adjustment through either verbal or written contact to the next higher level of supervision up to and including the Chief of Police who shall render a decision in writing within ten (10) working days of hearing the appeal. The time allowed between steps in this process is ten (10) working days. All verbal contacts shall be documented as to the date, time and place of the contact.

b) Should the employee, LPDA or their representative, progress through the above steps and find that the Department Head is unable to make a satisfactory adjustment within the timeframe given, or is a party to the issue, the employee, LPDA, or their representative may seek adjustment through the formal grievance procedure. Any decision by City at this step shall be a written decision rendered within ten (10) working days of hearing the appeal.

32.3 FORMAL PROCEDURE

An employee who has not received satisfactory adjustment through the use of the Informal Grievance Procedure may, within ten (10) working days of the last time deadline of the Informal Procedure, file a Formal Grievance. The steps of the Formal Grievance Procedure are as follows:

STEP 1

Class action grievances are filed, in writing, with the City Manager and can only be made by the LPDA president or representative upon the authority of the LPDA. Grievances that affect individual employees may be filed, in writing, with the City Manager by the affected

employee, the LPDA, or their representative. The City Manager shall investigate the grievance and shall respond in writing within ten (10) working days. If satisfactory adjustment is not attained the employee, LPDA, or their representative may proceed to Step B within ten (10) working days.

STEP 2

The employee, LPDA, or their representative shall file an appeal of the City Manager's decision to the City Clerk. Within fifteen (15) days of the receipt of the appeal, the City Clerk shall begin the process of establishing a list of eligibles for a Personnel Board of Review. The Personnel Board of Review shall hold a public hearing, unless the grievant desires a closed hearing, within thirty (30) working days of the filing of the appeal with the City Clerk. The Personnel Board of Review has no power to add to, subtract from or modify the terms or conditions of this MOU; nor, do they have any power to add a greater form of disciplinary action than that which was originally grieved. Within fifteen (15) days after the hearing, the Personnel Board of Review shall submit a written statement of findings and directions to the City Manager, the employee, and the LPDA. The directions of the Board shall be binding on all parties to the MOU.

The Personnel Board of Review shall be constituted as follows:

1) Both the LPDA and the City will select a representative to serve on the three-member board. Board members must be registered to vote in the City of Lodi and may not be a current or former elected official, employee of the City, or related to a present or former elected official or employee of the City.

2) The City Clerk shall submit the names of seven (7) persons applying for positions to the Personnel Board of Review to both parties. The criteria of qualifications are the same as in Step One. If there are not seven (7) persons from the list each party may select from the available names or ask the City Clerk to post for a vacancy(ies). If there are more than seven (7) names, seven (7) names will be drawn by lot which shall be witnessed by the parties chosen in Step One.

3) The two persons selected in Step One shall select a third member from the list, either by agreement, lot, striking names, or any other means the two can agree upon.

32.4 Any employee shall have the right to appeal letters of reprimand and suspensions of three (3) days or less through the chain of command up to the Police Chief or designee. The decision of the Police Chief or designee is final and binding and not subject to further appeal.

32.5 FAILURE TO MEET TIME REQUIREMENTS

Failure by either party to meet any of the aforementioned time limits shall result in the following action:

Failure by an employee to take the initial grievance action within the twenty (20) working days given in the Informal Grievance Procedure will result in forfeiture of the grievance. Failure of management to meet any of the time limits set forth on any step in this grievance procedure will give the employee the right to automatically proceed to the next level of

appeal. This action must be taken within ten (10) working days of the last date of the time limit which management failed to meet.

ARTICLE XXXIII - MUTUAL CONSENT CONTINGENCY

This Agreement may be amended any time with the mutual consent of the City and LPDA. Such amendment must be in writing and attached to all executed copies of this Agreement.

ARTICLE XXXIIV - NO STRIKES

The represented employees agree that they shall not strike, withhold services, engage in "slow downs" or "sick-ins", or participate in any other concerted activity which adversely affects job performance or city services during the term of this MOU. Neither the Association nor any representative thereof shall engage in concerted activity for the purpose of effecting changes in the directives or decisions of management of the City or to effect a change in personnel or operations of management or of employees not covered by this MOU.

ARTICLE XXXV - PROBATION

35.1 All appointments to positions in the classified service shall be subject to a probationary period of eighteen (18) continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee's work for securing the most effective adjustment of an employee to their new duties, assignments and responsibilities in the new position and for rejecting any probationary employee whose performance does not meet required work standards. If the service of the employee is deemed to be unsatisfactory, the employee shall be notified that they have not satisfactorily completed probation.

35.2 During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:

1) Vacation Leave - See Article XIV for the vacation leave schedule.
2) The use of the Grievance Procedure to grieve termination.
3) The City and the employee may mutually agree to extend the probationary period for not more than six (6) months. The LPDA shall be notified of all extensions.
4) Probation shall be extended for the same time as any leaves of absence.

35.3 In the event an employee is promoted and is rejected by the appropriate department head, the employee shall be reinstated to the position from which the employee was promoted unless charges are filed and the employee is discharged. The seniority and status of a rejected candidate shall continue as before.

ARTICLE XXXVI - PROMOTION

The City and the LPDA mutually agree it is good personnel practice to make every effort to promote from within, consistent with the best interests of the City.

ARTICLE XXXVII - SENIORITY

37.1 Seniority, for purposes of city employee benefits is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:

a) inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights;

b) on duty with the National Guard'

c) is absent due to industrial injury;

d) on leave of absence; or

e) absent due to layoff for a period of less than twelve (12) consecutive months.

37.2 Seniority for purposes of shift selection, overtime assignment, holiday selection, and vacation leave shall be defined as total time in service by classification. Should an employee leave their position within the City for any reason and return within twelve (12) months, seniority shall be as if the member never left.

37.3 In the event an employee completes training before another employee with the same or higher City seniority for purposes specified in section 37.2, the employee completing training first will have seniority for purposes of shift selection in that instance.

ARTICLE XXXVIII - STATUS

38.1 Employees shall be designated as regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.

a) A regular employee is defined as an employee who has – successfully completed the probationary period for their current classification.

b) A probationary employee is defined as an employee hired for a full-time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage, and items of a similar nature as they become eligible, but shall not be given preferential consideration for promotion or transfer or

be eligible for a leave of absence. Upon successful completion of the probationary period, a probationary employee shall be given the status of a regular employee.

c) A temporary employee is an employee hired on a full-time basis to temporarily fill a full-time position (at least 32 hours per week). Temporary employees shall attain regular status after being employed for twelve (12) continuous months.

ARTICLE XXXIX - TERM

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

39.2 The LPDA and City will commence negotiations for a new contract no later than three (3) months prior to the expiration of this MOU.

CITY OF LODI
AND
LODI POLICE DISPATCHERS ASSOCIATION
JULY 1, 2025 - JUNE 30, 2028

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 Dispatchers Association:

Reyes Gonzales
Lead Dispatcher/Jailer

Kelly Michaels
Dispatcher/Jailer

Kim Van Tassel
Property & Evidence Technician

Holly Huber-Miller
Dispatcher/Jailer

Katie Williams
Dispatcher/Jailer

Shannon McClain
Dispatcher/Jailer

Kristina Wicker-Estes
Labor Relations Consultant

City of Lodi:

James Lindsay
Interim City Manager

Patrick Clark
City Chief Negotiator

Cristina Gonzales
Interim Human Resources Manager

Approved as to form:

Katie Lucchesi
City Attorney
KL

Attest:

Olivia Nashed
City Clerk

EXHIBIT A – SALARY SCHEDULE

Salary Schedule Effective 7/7/2025:

Effective July 7, 2025 - 5.82% Equity Adjustment							
Job Title	Class	Date	Step 0	Step 1	Step 2	Step 3	Step 4
Community Services Officer	6400	7/7/2025	64,796.12	68,035.93	71,437.72	75,009.61	78,760.09
Dispatcher/Jailer	6410	7/7/2025	73,736.83	77,423.67	81,294.85	85,359.59	89,627.57
Lead Dispatcher/Jailer	6420	7/7/2025	78,197.19	82,107.05	86,212.40	90,523.02	95,049.17
Property & Evidence Clerk	6440	7/7/2025	64,796.12	68,035.93	71,437.72	75,009.61	78,760.09

Salary Schedule Effective 12/22/2025:

Effective December 22, 2025 - 3% Cost of Living Adjustment							
Job Title	Class	Date	Step 0	Step 1	Step 2	Step 3	Step 4
Community Services Officer	6400	12/22/2025	67,521.57	70,897.65	74,442.53	78,164.66	82,072.89
Dispatcher/Jailer	6410	12/22/2025	76,730.50	80,567.02	84,595.37	88,825.14	93,266.40
Lead Dispatcher/Jailer	6420	12/22/2025	81,324.67	85,390.91	89,660.45	94,143.48	98,850.65
Property & Evidence Technician	6440	12/22/2025	67,521.57	70,897.65	74,442.53	78,164.66	82,072.89

Salary Schedule Effective 7/5/2027:

Effective July 7, 2027 - 3% Cost of Living Adjustment							
Job Title	Class	Date	Step 0	Step 1	Step 2	Step 3	Step 4
Community Services Officer	6400	7/5/2027	69,547.22	73,024.58	76,675.81	80,509.60	84,535.08
Dispatcher/Jailer	6410	7/5/2027	79,032.41	82,984.03	87,133.23	91,489.90	96,064.39
Lead Dispatcher/Jailer	6420	7/5/2027	83,764.41	87,952.64	92,350.27	96,967.78	101,816.17
Property & Evidence Technician	6440	7/5/2027	69,547.22	73,024.58	76,675.81	80,509.60	84,535.08

Signature: Katie Lucchesi (Dec 12, 2025 11:09:51 PST)

Email: klucchesi@lodi.gov

LPDA MOU

Final Audit Report 2025-12-12

Created:	2025-12-12
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