**Terms and Conditions of Employment**
**For City of Ukiah Police Chief Job Classification**

The Police Chief of Ukiah is an at-will department head position and is expected to perform the duties of Police Chief as prescribed by all applicable laws, rules and regulations of the State of California and the City, the Chief's job announcement, job description, and all duties prescribed orally or in writing by the City Manager.

Subsequent review of this Agreement will correspond with the term of the Ukiah Police Officers Association Memoranda of Understanding.

Compensation for the job classification of Police Chief is defined as follows:

1. SALARY

The Chief's salary range is contained on the Police Unit salary schedule.

Effective retroactively to the first full pay period following September 19, 2018, receives a 4% increase to base salary.

Effective retroactively to the first full pay period following September 19, 2019, receives a 3% increase to base salary.

Effective retroactively to the first full pay period following September 19, 2020, receives up to a 3% increase to base salary, unless the local economic benchmark – consisting of total revenue collected for property tax, sales tax and transient occupancy tax – falls below the combined total for the past audited Fiscal Year of 2018/19. Should the audited revenues fall below the benchmark, the increase will revert to the CPI calculation of the average of U.S. City and SF-Oakland-San Jose figures for April, to a maximum of 3%. In no case shall this result in a decrease in compensation.

2. HEALTH INSURANCE CONTRIBUTION

The City shall offer the Police Chief and eligible dependents, a health insurance program under the terms set forth below:

Effective upon the ratification of this Agreement, if electing to do so, the City will contribute 85% of the REMIF EPO 500, PPO 500, and HSA medical plans, including Dental and Vision plans. For employees electing the REMIF EPO 250 plan, the City will contribute equivalent to the 85% portion for the EPO 500 plan.

After July 1, 2018, if the Police Chief is not currently enrolled in the City's health may enroll in the City health plans during the first or any Open Enrollment period, or qualifying event, during the term of this agreement. If the Police Chief is not currently enrolled in City health he/she will only be eligible for the 85% contribution plan, as described above, based on actual enrollments.

Upon the ratification of this agreement, if the Police Chief elects to do so, the City will continue to pay the rates for the REMIF health, dental and vision premiums of all Unit members, and will pay up to 50% of the insured dependent's health, dental and vision premiums for the number of family members insured.

If the Police Chief chooses not to have City health coverage he/she must show proof of health coverage under another plan.

3. EXECUTIVE PAY

The Chief shall receive base rate salary for 104 hours per year, to be paid as straight time by cash payment on a fiscal basis. The Chief will be required to request the Executive Pay in accordance with the City's rules and procedures.

4. LONGEVITY PERFROMANCE PAY

The Police Chief is eligible for Longevity Performance Pay if the following apply:

1) The Police Chief has worked full time, including full time limited-term assignments exceeding one (1) year, for the City of Ukiah for a minimum of seven (7) years, and;
2) The Police Chief has received a satisfactory or above rating on the last annual performance evaluation.

The Police Chief will be eligible to receive a lump sum payment on his/her anniversary date each year in which he/she receives a satisfactory or above rating on his/her last annual performance evaluation according to the following schedule:

a) Upon the 7th anniversary date of employment, and each year thereafter in which he /she receives a satisfactory or above performance evaluation rating, on the Police Chief's anniversary date, he/she will receive $1,000.
b) Upon the 12th anniversary date of employment, and each year thereafter in which he /she receives a satisfactory or above performance evaluation rating, on the Police Chief's anniversary date, he/she will receive $2,500.
c) Upon the 20th anniversary date of employment, and each year thereafter in which he /she receives a satisfactory or above performance evaluation rating, on the Police Chief's anniversary date, he/she will receive $3,500.

The lump sum payment will not adjust the salary range, will not count toward the calculation of annual salary for the purpose of computing long-term disability (LTD) wages.

5. SECTION 125 PLAN

A Section 125 Plan is available for pre-tax benefits at the option of the Police Chief.

6. RETIREE INSURANCE

Upon obtaining ten years of service with the City of Ukiah, the Chief may purchase at his own expense, City group insurance if offered by the carrier, and subject to the carrier's requirements. Premium payments must be made to the City of Ukiah no later than the 15th of the month preceding the month of coverage, or coverage will be terminated.

7. HOLIDAYS

The Chief will receive the following paid holidays:

1. December 31 — New Year's Eve
2. January 1 — New Year's Day
3. 3rd Monday of January — Martin Luther King Birthday
4. 3rd Monday of February — Washington's Day
5. Last Monday of May — Memorial Day
6. July 4 — Independence Day
7. 1st Monday of September — Labor Day
8. 2nd Monday of October — Columbus Day
9. November 11 — Veterans' Day
10. 4th Thursday of November — Thanksgiving Day
11. 4th Friday of November — Day following Thanksgiving
12. December 24 — Christmas Eve
13. December 25 — Christmas Day

8. VACATION LEAVE

The Chief will accrue vacation hourly each pay period in accordance with the following schedule:

| Years | Hourly Factor | Maximum Accrual |
|---|---|---|
| 0-8 yrs | 6.2 hours/pay period | 338.4 hours |
| 9-15 yrs | 7.7 hours/pay period | 416.4 hours |
| 16 plus | 8.4 hours/pay period | 452.8 hours |

9. VACATION CASH OUT

In the event the Chief reaches over half of his maximum accrual, he may cash out up to two weeks of vacation. Vacation cash out is limited to two times per fiscal year, and must occur in a pay period during which they have accrued at least half of their vacation accrual maximum.

10. BEREAVEMENT LEAVE

The Chief is entitled to three days bereavement leave for the death of any member of his immediate family. An additional two days may be granted for travel exceeding 350 miles one way.

11. SERVICE CREDIT

The Chief will receive credit of up to 50% for prior comparable government entity service toward vacation accrual, at the discretion of the City Manager.

12. MILITARY SERVICE CREDIT

If the Chief is PERS eligible, he may elect to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment. He must contribute an amount equal to the contribution for current and prior service that the employee and the City would have made with respect to that period of service as determined by PERS.

13. UNIFORM ALLOWANCE

The Police Chief will receive a $1000 uniform allowance annually. Uniform Allowance will be payable on a bi-weekly basis as earned, or $38.46 per pay period, subject to ordinary income taxes. This allowance is to be used for the purchase, rental and/or maintenance of required uniform clothing, including clothing made from specially designed protective fabrics, which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This excludes items that are solely for personal health and safety such as protective vests, pistols, bullets, and safety shoes. This provision is in accordance with PERS special compensation regulations.

It will be the Police Chief's responsibility to purchase and maintain uniforms in a clean and orderly condition in accordance with departmental Standard Operating Procedures (SOP).

14. SERVICE CLUBS

Upon approval by the City Manager, the City may reimburse the Chief for service club expenses for one service club, subject to City rules and procedures. Reimbursement is limited to annual dues, fines, meals and special assessments to specified maximums.

15. USE OF CITY VEHICLE

The Chief shall be entitled to use a City Vehicle for professional and business use.

16. HOURS OF WORK

It is understood that the demands of the position of Chief will require more than eight (8) hours a day and/or forty (40) hours per work week. The Chief is not entitled to receive overtime compensation.

17. SEVERANCE AGREEMENT

The Chief is subject to the same "Separation Agreement" as other at-will Department Head employees.

If the City terminates the employment of a Department Head without cause, including but not limited to lay off or elimination of position, and the Department Head is willing and able to perform his/her job duties, then the Department Head shall be placed on administrative leave to maintain current pay and benefits for up to six (6) months while seeking other employment options. At the employee's election any remaining balance of the 6-month administrative leave shall be paid in a lump sum payment within (30) days of the request for payment.

For a period of six (6) months following termination, the City shall pay its share of costs to continue health, dental, and vision insurance for the Department Head and all dependents.

18. SEPARATION AGREEMENT

Resignation: The Chief may resign at any time and agrees to give City a minimum of sixty (60) days advance written notice of the effective date of his resignation, unless the parties otherwise agree in writing. After the City receives the Chief's notice of resignation, and for at least 60 days thereafter, the Chief shall continue to perform in accordance with this Agreement and agrees to limit the use of accrued annual paid leave to days approved by the City Council.

Retirement: If the Chief retires from full time public service with City, the Chief shall provide City with a minimum of six months' advance notice. The Chief's actual retirement date will be mutually established.

The above notices of separation are a requirement unless otherwise agreed to mutually.

19. MISCELLANEOUS

a. The text herein shall constitute the entire Agreement between the parties. This Agreement may not be modified, except by written agreement executed by both parties.

b. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

c. This Agreement shall be governed by the laws of the State of California.

d. The parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party.

e. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of EMPLOYEE.

DATED: 10/18/18

EMPLOYEE

By _____
Justin Wyatt, Police Chief

DATED: 10·18·18

CITY OF UKIAH

By _____
Sage Sangiacomo, City Manager

**RESOLUTION NO. 2018-30**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF UKIAH AND THE POLICE, FIRE AND FIRE MANAGEMENT BARGAINING UNITS, AND THE POLICE CHIEF EMPLOYEMENT CONTRACT**

**WHEREAS,** the Employee/Employer Relations Officer and Human Resources Director have met and conferred in good faith with representatives of the Police, Fire and Fire Management Bargaining Units, and the Police Chief; and

**WHEREAS,** Memoranda of Understanding for the term of September 19, 2018 through September 18, 2021 have been arrived at and agreed to by the parties; and

**WHEREAS,** said Memoranda of Understanding have been presented to the City Council for its consideration.

**NOW, THEREFORE, BE IT RESOLVED** that the Memoranda of Understanding are hereby adopted and the Employee/Employer Relations Officer is authorized to enter into these Agreements.

**PASSED AND ADOPTED** this 17th day of October 2018, by the following roll call vote:

AYES: Councilmembers Brown, Scalmanini, Mulheren, and Mayor Doble
NOES: None
ABSENT: Councilmember Crane
ABSTAIN: None

Kevin Doble, Mayor

ATTEST:

Kristine Lawler, City Clerk