2015 – 2018

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF UKIAH

AND THE

UKIAH POLICE OFFICERS ASSOCIATION

Table of Contents

1. PREAMBLE / ARTICLE 1 4
2. TERM 4
3. SALARY 4
4. COST SHARING AGREEMENT 4
5. DUES DEDUCTIONS 9
6. GRIEVANCE PROCEDURE 9
   A. Definitions: 9
   B. Informal Level: 9
   C. Formal Level: 10
7. MANAGEMENT RIGHTS 12
   A. Management Rights 12
   B. Impact of Management Rights 14
   C. Authority of Third Party Neutral – Management Rights 14
8. RETIREMENT 14
   A. Pension Reform Act of 2013 (PEPRA) 14
   B. PERS Member Contribution For "Classic" Members 15
   C. Employees in PERS Safety Categories – Survivor Benefit 16
9. HEALTH INSURANCE / FLEX PLAN 16
   A. Health & Welfare Premiums 16
   B. Retiree Health Insurance 16
   C. Retiree Medical Insurance Requirements 16
   D. Flex Plan 16
   E. Police Captain Flex Dollars 17
   F. Re-Opener for Discussion of Health, Vision & Dental Contributions for New Hires 17
10. HOURS OF WORK/OVERTIME 17
11. PAID LEAVE 18
   A. Employee Sick Leave 18
   B. Family Sick Leave 19
   C. Holidays 19
   D. Vacation Leave 20
   E. Bereavement Leave 22

12. UNPAID LEAVE 22
13. SPECIAL PAYS 23
A. Training Specialty Pay 23
B. Bilingual Incentive Pay 23
C. POST Certificate Pay 23
D. Detective pay 23
E. Longevity Pay 23
14. MISCELLANEOUS PROVISIONS 24
A. Uniform Allowance 24
B. Compensatory Time Off (CTO) 24
C. Section 125 Plan 24
D. Physical Fitness Program 24
E. Safety Equipment Repayment Program 25
F. Residency Requirement 25
G. Out of Classification Pay 26
H. Wireless Communications Stipend 26
I. Meal Breaks 26
J. Emergency Meals 26
K. Equipment Provision 26
L. Probationary Period 27
M. Tobacco Use 27
N. Call-Back Pay 28
O. Standby Pay 28
P. No Strike/Job Action Provision 28
Q. No Lock Out 29
R. Continuation 29
EXHIBIT A 31
EXHIBIT B 32

1. PREAMBLE / ARTICLE 1

This Memorandum of Understanding is entered into pursuant to the Meyers-Millias-Brown Act (California Government Code Section 3500, et. Seq.) and applicable ordinances and resolutions of the City of Ukiah between the City of Ukiah (hereinafter "City") and the **Ukiah Police Officers Association** (hereinafter "Police Unit"). As a result of meet and confer sessions, the City and Police Unit have agreed to the following understandings.

Should a subject be covered in both the MOU and a City policy or regulation, the Memorandum of Understanding shall prevail and all relevant portions of the subject in the City policy shall not be followed and shall not be applicable for any reason.

2. TERM

The term of this Agreement shall be three (3) years, effective September 19, 2015, through September 18, 2018.

3. SALARY

Year 1: All Classifications except Police Captain - Effective retroactively to the first full pay period following September 19, 2015, restoration of 4.6% compensation reductions taken in 2013 returned to base salary.

Year 1: Police Captain Classification: Effective retroactively to the first full pay period following September 19, 2015, restoration of the 5% salary reduction taken in 2013 returned to base salary.

Year 2: 2.5% increase to base salary effective the first full pay period following September 19, 2016, 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 2014/15. 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 2.5%. In no case shall this result in a decrease in compensation.

Year 3: 2.5% increase to base salary effective the first full pay period following September 19, 2017, 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 2014/15. 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 2.5%. In no case shall this result in a decrease in compensation.

4. COST SHARING AGREEMENT

For FY 2013-14 and FY2014-15, the Unit agreed to concessions and the City agreed to restore and refund to bargaining unit members an amount equivalent to a portion of revenue if actual

revenues exceed adopted budgeted revenues in the General Fund according to the formula listed in the sections below. Given that the formula is based on fiscal year audited revenues, the provisions of this section shall remain in full effect beyond the two year term of this agreement until the 2014-15 audit is completed and available for the purposes of implementing this section of the MOU. The total salary concession for this Unit on an annual basis is $217,753.

This provision provides for the restoration and refund of the concession amount (or a portion thereof) should the total audited revenues of each fiscal year corresponding to the term of this agreement exceed the adopted budgeted revenues of the General Fund for Fiscal year 2013-14 by $100,000 or more as follows:

- The City shall restore an amount equivalent to a percentage calculated by taking the difference in audited revenue for each corresponding year of this MOU and the base year revenue adopted in the FY 2013-14 General Fund Budget and dividing the absolute value by the adopted General Fund FY 2013-14 identified deficit. This shall occur the first full pay period following the City Council's receipt of the audit.

  EXAMPLE:

  $$\frac{\text{(Audited GF Revenue}^{1} \text{ - Base Year Adopted FY 13-14 GF Revenue}^{2})}{\text{Adopted FY 2013-14 GF Deficit}^{3}} = \text{"\% of Concession Returned"}$$

  [1] Audited GF Revenue for the corresponding agreement year
  [2] Base Year GF Revenue as identified in the adopted FY 13-14 Budget ($14,375,555), Page ES-6
  [3] GF Deficit as adopted in FY 13-14 Budget ($978,894)

- The restoration shall be applied at an amount equivalent to the calculated percentage multiplied to the base salary of each Unit member up to an amount that shall not exceed the concession amount. The concession restoration amount will be applied to flex dollars.
- Furthermore, the City shall refund in a lump sum payment to each Unit member the concession amount in part retained by the City over each corresponding fiscal year of the term of this MOU if audited revenues exceed the base year revenue. The lump sum payment shall be equal to the calculated percentage from the formula above multiplied by the base salary received during the same term.
- In accordance with CalPERS law, this payment will not be reported as "pay rate" or "special compensation" and will not be reported to CalPERS for the purposes of pension calculations.

This language reflects the current 2013-14 Fiscal year City of Ukiah budget methodology. If the City changes the way revenue is accounted, the Unit will be notified in writing and the City

shall meet and confer with the Unit to develop equivalent methodology for determining General Fund revenue.

Audited revenue is subject to review by the Unit and City staff. Any discrepancies will be identified by the Unit and shall be submitted to the City. Discrepancies identified by the Unit will be reviewed by the City and shall by applied for the purposes of this provision as agreed to by the City and Unit.

The audited revenues are typically found on "Schedule 1- General Fund Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual for the Year Ended June 30, ____" in the *Audited Financial Statements*.

Year 1 – Example 1 (9/12 of a year, based on the 9/18/2013 MOU adoption date)

$$\frac{\$14{,}456{,}000 - \$14{,}376{,}000^{*} = \$80{,}000}{\$978{,}894} = 0\% \text{ Concession Restored}$$

* Rounded for purpose of illustration

Year 1 – Example 2

$$\frac{\$14{,}876{,}000 - \$14{,}376{,}000 = \$500{,}000}{\$978{,}894} = .5108 \text{ or } 51.08\% \text{ of concession Restored } (\$83{,}421)$$

Year 2 – Example 1

$$\frac{\$14{,}436{,}000 - \$14{,}376{,}000 = \$60{,}000}{\$978{,}894} = 0\% \text{ Concession Restored}$$

Year 2 – Example 2

$$\frac{\$15{,}076{,}000 - \$14{,}376{,}000 = \$700{,}000}{\$978{,}894} = .7151 \text{ or } 71.51\% \ (\$155{,}715) \text{ of Concession Restored, which includes the } 51.08\% \text{ in the Year 1 Example}$$

CITY OF UKIAH
SUMMARY BY ACTIVITY OR FUNCTION
FISCAL YEAR 2013-2014 BUDGET

FUND #	FUND NAME	7/1/20013 FUND BALANCE	REVENUE	EXPENSE	NET INCOME (LOSS)	NET TRANSFERS IN (OUT)	6/30/2014 FUND BALANCE
G	General Fund	500,000	14,375,555	15,354,449	(978,894)	978,894	500,000
GR	Strategic Reserve	4,566,739	-0-	19,000		(978,894)	3,568,844
R	Other Grant & Restricted Use Funds	1,244,015	3,307,177	5,166,640	(1,859,463)	-	(615,448)
E,W,S	Utilities	28,294,826	27,123,887	34,128,665	(7,004,778)	2,193,186	23,483,234
LF, A, P, M, B, L, CC	Other Business Activities	-0-	2,578,307	4,457,880	(1,879,573)	-0-	(1,879,573)
I	Internal Service Funds	957,894	2,979,553	3,476,794	(497,241)	(37,000)	423,653
C	Capital Project Funds	3,492,473	172,172	881,697	(709,525)	7,000	2,789,948
	Total City Funds	39,055,947	50,536,851	63,485,125	(12,948,474)	2,163,186	28,270,659

UTILITY AND OTHER BUSINESS ACTIVITIES DETAIL							
E	Electric Utility	14,832,369	15,422,680	19,328,640	(3,905,960)	-	10,926,409
W	Water Utility	2,292,835	5,974,163	4,247,439	1,726,724	(250,000)	3,769,559
S	Sewer Utility	11,387,962	5,727,044	10,552,586	(4,825,542)	2,443,186	9,005,606
LF	Solid Waste Disposal	(251,779)	100,025	1,352,370	(1,252,345)		(1,504,124)
A	Airport	288,764	1,627,335	1,756,355	(129,020)		159,744
P	Parking	162,740	107,741	179,126	(71,385)		91,355
M	Museum	201,638	93,282	345,281	(251,999)		(50,361)
B	Golf	(1,015,519)	182,307	182,307	-		(1,015,519)
L	Street Lighting	408,228	176,095	328,989	(152,894)		255,334
CC	Conference Center	(12,411)	291,522	313,452	(21,930)		(34,341)
Total Utility And Other Business Activities Detail		28,294,826	29,702,194	38,686,545	(8,884,351)	2,193,186	21,603,661

Refer to the "Combining Fund Schedule" for a listing of the funds in each category

Schedule I

CITY OF UKIAH
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2012

	Budgeted Amounts			Variance With Final Budget - Positive
	Original	Final	General	(Negative)
REVENUES				
Taxes:				
Property	$ 745,056	$ 1,245,056	$ 1,213,479	$ (31,577)
Sales and use	6,333,756	6,333,756	6,465,410	131,654
Property transfer	33,700	33,700	24,770	(8,930)
Transient occupancy	691,108	691,108	775,547	84,439
Business license	315,291	315,291	325,674	10,383
Franchise	535,400	547,400	567,486	20,086
Licenses and permits	131,800	131,800	434,492	302,692
Fines, forfeitures, and penalties	52,662	52,662	46,960	(5,702)
From other agencies	1,374,988	1,374,988	1,350,289	(24,699)
Use of money and property	829,571	829,571	856,146	26,575
Charges for current services	892,204	892,204	1,146,590	254,386
Other	1,000	1,000	4,498	3,498
Total Revenues	11,936,536	12,448,536	13,211,341	762,805
EXPENDITURES				
Current:				
General government	1,728,729	2,231,319	1,817,593	413,726
Public safety	8,183,289	8,511,076	8,660,148	(149,072)
Streets and roads	927,891	942,321	1,087,896	(145,575)
Parks and recreation	1,840,654	1,845,654	1,970,035	(124,381)
Community development	98,255	225,755	67,839	157,916
Debt service	5,546	5,546	38	5,508
Capital outlay	149,329	173,641	46,593	127,048
Total Expenditures	12,933,693	13,935,312	13,650,142	285,170
Excess (Deficiency) of Revenues Over Expenditures	(997,157)	(1,486,776)	(438,801)	1,047,975
OTHER FINANCING SOURCES (USES)				
Transfers in	1,022,219	1,022,219	1,065,910	43,691
Total Other Financing Sources (Uses)	1,022,219	1,022,219	1,065,910	43,691
Net Change in Fund Balances	25,062	(464,557)	627,109	1,091,666
Fund Balances, July 1,	6,237,800	6,237,800	6,237,800	-
Fund Balances, June 30,	$ 6,262,862	$ 5,773,243	$ 6,864,909	$ 1,091,666

5. DUES DEDUCTIONS

The City and the Unit agree that upon written agreement of this proposal, as a courtesy to unit members who are members of Ukiah Police Officers Association (UPOA), the City will deduct from their wages the regular monthly dues. Such dues shall be deducted and transmitted to the union upon voluntary, revocable, written authorization of the unit member in a manner complying with legal requirements. Written authorization forms will be provided by the City. The Unit agrees to indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues. It is understood that any job action, as outlined in the mutually agreed upon Management Rights language, on the part of the Unit may result in immediate cessation of dues deductions.

6. GRIEVANCE PROCEDURE

There are both formal and informal levels for filing a grievance.

A. Definitions:

1. Grievance: A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the provisions of this Agreement or the policies of the City as set forth in City policies are undertaken through separate legal processes. Matters for which a specific method of review is provided by law, by the rules and regulations of the City Council or by the administrative regulations and procedures of the City are not within the scope of this procedure.

2. Grievant: A "grievant" is an employee of the City covered by the terms of this Agreement.

3. Day: A "day" is any day in which City Hall of the City is open for business.

4. Immediate Supervisor: The "immediate supervisor" is the lowest level supervisor having immediate jurisdiction over the grievant who has been designated to adjust grievances.

5. Conferee: A "conferee" is a person who is not a party to a grievance, who is asked by either party to serve as that party's advisor or representative.

B. Informal Level:

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.

C. Formal Level:

1. Level I:

Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate form to his/her immediate supervisor. No grievance shall be entertained or processed unless it is submitted at level I within the fifteen (15) days time limit. If a grievance is not presented within the time limit set forth above it shall be considered waived.

This statement shall be a clear, concise statement of the grievance, the specific provision of the agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought.

Within the specified time limits, the grievant or the immediate supervisor may request a personal conference.

The immediate supervisor shall communicate his/her decisions to the employee in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

2. Level II:

In the event the grievant is not satisfied with the decision at Level I, he/she must appeal the decision on the appropriate form to the Department Head within ten (10) days.

This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The Department Head shall communicate his/her decision within ten (10) days after receiving the appeal. Either the grievant or the Department Head may request a personal conference within the above time limits. If the Department Head does not respond within the time limits, the grievant may appeal to the next level.

3. Level III:

In the event the grievant is not satisfied with the decision at Level II, he/she must appeal the decision on the appropriate form to the Personnel Officer within ten (10) days.

This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal.

The Personnel Officer shall communicate a decision to the grievant within ten (10) days. Either the grievant or the Personnel Officer may request a personal conference within the above time limits. If the Personnel Officer does not respond within the time limits, the grievant may appeal to the next level.

4. Level IV:

In the event the grievant is not satisfied with the decision at Level III, he/she must appeal the decision in writing within ten (10) days to the City Manager. The City Manager alone has the power to render a final and binding determination of a grievance, subject to right of established judicial review.

a. Any party to a grievance may, at any step in the formal level, request one other person to serve as a conferee and to be present during the proceeding.

b. A decision rendered at any step in these procedures becomes final unless appealed within the time limits specified.

c. Time limits given in these procedures may be modified by written agreement of the parties involved.

d. If the same complaint or substantially the same complaint is made by more than one employee against one party, only one employee on behalf of himself/herself and the other complainants, may process the grievance or complaint through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the processing of the grievance. This provision may be waived by all parties concerned.

e. Any unit member may present grievances in accordance with this Article without intervention of the unit, so long as the adjustment is not inconsistent with the terms of this agreement.

f. All documents resulting from the processing of a grievance shall be kept in a separate grievance file and will not be kept in an employee's personnel file.

7. MANAGEMENT RIGHTS

A. Management Rights

In order to ensure that the City shall continue to carry out its public safety functions, programs and responsibilities to the public imposed by law, and to maintain efficient public safety service for the citizens of Ukiah, the City continues to reserve and retain solely and exclusively all management rights, regardless of whether they have been exercised in the past, including those rights and responsibilities set forth by law and those City rights set forth in the City's Civil Service Ordinance. No portion of this City Management Rights Section shall be construed to obligate the City in any way. In the exercising of its rights, the City shall not require an employee to perform an act or acts contrary to licensing law. The rights, powers and authorities of the City include but are not limited to the following:

1. To manage the Police Department and determine mission, policies and procedures and the right to manage the affairs of the Department.

2. To take into consideration the existence or non-existence of facts which are the basis of the management decision in compliance with State law.

3. To determine the necessity, organization, implementation and termination of any service or activity conducted by the City and to expand or diminish police services.

4. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, reassign, discipline, discharge, terminate, demote, reduce, suspend, layoff, reprimand, withhold salary increases and benefits for disciplinary or non-disciplinary reasons or otherwise take action in accordance with Department, City Personnel Policies and /or Civil Service Rules and Regulations.

5. To determine the nature, manner, means, extent, type, time, quantity, quality, standard and level of police services to be provided to the public.

6. To require performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.

7. To lay off employees of the Police Department because of lack of work or funds or under conditions where continued work would be inefficient of ineffective.

8. To determine and/or change the police facilities, methods, technology, equipment, operations to be performed, organizational structure, and allocate and assign work by which the City police operations are to be conducted.

9. To determine method of financing.

10. To plan, determine and manage division's budget which includes, but is not limited to, the right to contract or subcontract any work or operations of the Police Department.

11. To communicate fully and openly with its employees on any subject at any time orally, in writing, both at work or through the U.S. Mail.

12. To determine the size and composition of the Police Department work force, assign work to employees of the Police Department in accordance with requirements determined by the Police Department and to establish and require compliance to work hours, work schedules, including call back, standby and overtime and assignments.

13. To establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to quality and quantity, and require compliance therewith. This is not intended to mean the City will establish ticket quotas.

14. To determine qualification, skills, abilities, knowledge, selection procedures and standards, job classifications, job specifications, and to reallocate and reclassify employees in accordance with Civil Service Rules and Regulations and City Personnel Policies.

15. To determine the issue of public policy and the overall goals and objectives of the Police Department and to take necessary action to achieve the goals and objectives of the Police Department.

16. To determine policies, procedures and standards for recruiting, selecting, training, transferring, assigning, dismissing, demoting and promoting employees in accordance with City Personnel Policy.

17. To establish, implement and/or modify rules and regulations, policies, and procedures related to productivity, performance, efficiency, personal appearance standards, code of ethics and conduct, safety and order, and to require compliance therewith.

18. To evaluate and maintain order and efficiency in police facilities and operation.

19. To restrict the activity of an employee organization on City facilities and on City time except as set forth in this Agreement.

20. To take any and all necessary steps and actions to carry out the service requirements and mission of the City in emergencies or any other time deemed necessary by the City and not specified above.

21. To make reasonable rules and regulations pertaining to employees consistent with this Agreement.

B. Impact of Management Rights

Where required by law the City agrees prior to implementation to meet and confer or consult with the Association over the impact of the exercise of a management right upon the wages, hours, and terms and conditions of employment on unit members unless the impact consequences of the exercise of a management right upon unit members is provided for in this Memorandum of Understanding, Civil Service Rules and Regulations, or Departmental Rules and Regulations.

C. Authority of Third Party Neutral – Management Rights

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third party neutral shall have the authority to diminish any of the management rights which are included in this Agreement, exclusive of a competent court having subject matter jurisdiction.

8. RETIREMENT

A. Pension Reform Act of 2013 (PEPRA)

The Public Employee's Pension Reform Act of 2013 (PEPRA) and related Public Employees' Retirement law (PERL) amendments in Assembly Bill (AB) 340 became law on September 12, 2012, and the provisions were effective January 1, 2013.

The Police Unit and the City agree to implement all PEPRA provisions and all applicable amendments thereto. Effective January 1, 2013 PERS "Police Safety" employees defined by PEPRA as "*new members*" shall pay 50% of the total normal cost for the new Police-Safety pension formula 2.7%@57, which is currently 12.25% of reportable compensation, with a three-year final compensation period. "*Classic members*" (employees hired prior to January 1, 2013) will retain the 3%@50 Police –Safety PERS formula, 10% member contribution, with a one-year final compensation period.

Effective January 1, 2013 PERS "Miscellaneous" employees in the Police Unit (Public Safety Dispatchers and Community Service Officers) defined by PEPRA as "new members" shall pay 50% of the total normal cost for the new Miscellaneous pension formula 2%@62, which is currently 6.75% of reportable compensation, with a three-year final compensation period. "Classic members" (employees hired prior to January 1, 2013) will retain the 2.7%@55 Miscellaneous PERS formula, 8% member contribution (EPMC), with a one-year final compensation period.

The PEPRA defines a "*new member*" as: a) A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system; b) A new hire who is brought

into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system; c) A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service greater than six months.

B. PERS Member Contribution For "Classic" Members

The Police Officers Association agrees to incrementally pick up the PERS member contribution, consisting of 10% for sworn officers and 8% for Dispatchers and CSO's, over the three year term of this Agreement. Upon adoption of this agreement, the City agrees to implement "Employer Paid Member Contributions (EPMC)" by Resolution of the City Council for all "classic" PERS members (hired prior to January 1, 2013) to include the provisions of IRC 414(h)(2) for pre-tax contributions. The City agrees to offset the PERS member contribution deduction with a corresponding increase to base salary in an effort to make this transition from City paid contribution to Employer Paid Member Contribution cost neutral to the City. Unit members hired after January 1, 2013 ("New" PERS members subject to the Public Employees' Pension Reform Act, or PEPRA) already pay the required PERS member contribution under PEPRA, and are prohibited from EPMC, but would receive the offsetting increase to base salary received by their respective Unit classifications.

The Police Captain classification already pays EPMC, and would therefore not be subject to this incremental pick-up of the member contribution, nor the offsetting increases to base salary.

Upon adoption of this Agreement, the City will submit the required Resolution for Employer Paid Member Contributions (EPMC), as adopted by the City Council, and will initiate the PERS payroll deductions and associated increase to base salary effective the first full pay period following PERS approval in Year 1, and the first full pay period following September 19th in Years 2 and 3 of the contract, as follows:

Year	Sworn Officers Member Contribution (10%)	Sworn Officers Base Salary Increase	CSO & Dispatcher Member Contribution (8%)	CSO & Dispatcher Base Salary Increase
1	3.33%	2%	2.66%	1.5%
2	6.66%	2%	5.34%	1.5%
3	10.00%	2%	8.00%	1.5%

C. Employees in PERS Safety Categories – Survivor Benefit

Employees in the PERS safety categories are covered by the 4th Level of 1959 Survivor Benefits.

9. HEALTH INSURANCE / FLEX PLAN

A. Health & Welfare Premiums

The City agrees to pay with City funds and the current City-paid health and welfare contribution, the 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, based upon the REMIF health, dental and vision monthly premiums.

Those employees who choose not to participate in the City's health plan must show proof of health insurance on another plan. An employee who is covered under a non-City health plan cannot enter the REMIF plan until the annual open enrollment period, or until a qualifying event occurs.

B. Retiree Health Insurance

A Unit member retiring with ten or more years of City of Ukiah service shall have the opportunity to purchase REMIF insurance coverage if offered by the carrier and subject to the carrier's requirements. The City must receive the monthly premium amount from the retiree prior to the carrier's billing due date. The City is not responsible for notifying the retiree when a payment is due. In the event the retiree does not make the monthly payment on time, the City shall drop the retiree from the insurance program. Once a retiree has discontinued coverage, she/he shall no longer be eligible to continue coverage at a later date. By participating, retirees agree to indemnify and hold the City harmless against all claims arising as a result of purchased coverage or the discontinuance thereof.

C. Retiree Medical Insurance Requirements

The minimum years of City service required to continue participation in the City's medical, dental and/or vision insurance plans upon retirement will be increased from 7 years to 10 years, effective 7-1-2014, in order to comply with REMIF retirement insurance eligibility requirements, standardized for all REMIF cities.

D. Flex Plan

The $250.00 per month Flex Dollars were eliminated as part of a 5% salary reduction in the 2013-2015 MOU for all Police Unit members, excluding Police Captains.

E. Police Captain Flex Dollars

The Police Captain currently participates in the City's flex plan system, subject to the rules and procedures of the City's flex plan system. Effective the first full pay period following July 1, 2016, in order to maintain an appropriate salary differential between the Police Captain and the Police Lieutenant salary classifications, the City agrees to add the Police Captain's $1,052/month flex dollars to the Police Captain classification's monthly base salary, adjusted to $811.08/month to be applied on a cost-neutral basis to the City. The Police Captain will no longer be eligible to receive flex dollars in addition to base salary.

F. Re-Opener for Discussion of Health, Vision & Dental Contributions for New Hires

During the term of the Agreement, but mutual consent, the City and the Unit may explore standardizing health, dental, and vision contributions for new hires.

10. HOURS OF WORK/OVERTIME

A. Hours of Work / Overtime:

1. Police Officers and Sergeants are scheduled for 12-hour shifts.

2. Dispatchers are scheduled to work a 40-hour workweek.

3. Police Officers and Sergeants will be scheduled to work a minimum of 240 hours over a 42-day period, which is equivalent to three pay periods. This schedule consists of working two 84-hour pay periods and one 72-hour pay period. The Police Department will keep track of the number of hours each employee is required to work for the pay period and will submit a report to the Personnel department every six months. Overtime will be earned for hours worked over the regularly scheduled hours of: 1) 72 hours for those scheduled to work 72 hours that pay period; 2) 84 hours for those scheduled to work 84 hours that pay period. Overtime pay remains the same in regards to call out, call back, and court overtime. Public Safety Dispatchers are not covered by this overtime provision and are subject to overtime for all hours worked over 40 in their designated work week.

4. Overtime will be charged in increments of one-half hour. Any time worked from 1 to 30 minutes shall be computed as one half-hour of overtime.

5. Court overtime shall be paid at the rate of time-and-one-half, with a three (3) hour minimum.

6. All vacation, sick leave, holidays and CTO taken by Police Unit employees during the designated work period, shall be counted as time worked for purposes of computing overtime

7. POLICE DETECTIVE BUREAU 4/10 WORK SCHEDULE AGREEMENT: Detectives will work 10 hours per day, either Monday through Thursday, or Tuesday through Friday, for a total of 80 hours per pay period.

a) There will be no change in vacation or sick leave accrual rates.

b) The employee will be required to use 10 hours per day for vacation, sick or other leave, as needed.

c) If a City holiday occurs on a regularly scheduled 10-hour work day, the employee will be paid 8 hours holiday pay at straight time. The employee may supplement the remaining 2 hours pay with vacation or CTO accruals, or the employee may work the remaining 2 hours on another day (or days) during the same work week, i.e. 32 hours worked in that week.

d) If a City holiday occurs on an employee's regularly scheduled day off (i.e. Monday or Friday), the employee agrees to substitute another day off during the same pay period as their holiday.

e) Furthermore, detectives will not be held to the 15 minutes early reporting requirement for briefing as stipulated in Item #2 of the 1984-85 Police Supervisory Unit Memorandum of Understanding.

11. PAID LEAVE

A. Employee Sick Leave

Sick leave benefits are to be used for medical and dental appointments and absences due to mental or physical illness, or personal injury only. These benefits are not to be used for any other purpose. Every regular, full time employee will accrue one sick day for each month of service. Part-time employees working year round and at least 20 hours per week are eligible for pro-rated sick leave hours based upon the number of hours worked, and these benefits are non-accruing.

Sick leave usage is computed in one-half hour increments. One half-hour increments shall be computed by rounding to zero for less than 15 minutes and rounding to 30 minutes for 15 minutes or more. During or after an absence due to illness, you may be required to furnish a doctor's written statement indicating the nature of your illness and your expected recovery time. If you have been ill for longer than five (5) consecutive days or suffered an acute injury, you may be asked to obtain a doctor's release before returning to work.

When all sick leave benefits have been used, you may use your accrued vacation benefits. If you have used both the sick and vacation accrual, you may submit a request to the City Manager for up to a thirty day unpaid leave of absence in special consideration for extended serious illness or injury. (Also refer to Section 4.05.5, Family and medical leave Act, which may also apply.) Sick leave benefits will not be accumulated during unpaid leaves of absence.

There is no maximum on the accumulation of unused sick leave. Upon retirement from City service, your unused sick leave will be converted to additional service credits at the rate of .004 years of service credit for each day of unused sick leave.

If you are going to be absent, you must notify your supervisor as soon as possible of your inability to work, normally no later than the start of your shift.

Sick leave is a privilege. Violations or abuse will result in disciplinary action.

B. Family Sick Leave

Full-time employees may use up to six (6) of their accrued sick leave days per calendar year to attend to an illness of a **child** (biological, foster, adopted, stepchild, legal ward or a child of a person standing in loco parentis), **parent** (biological, foster, adoptive, stepparent, or legal guardian) or **spouse**.

C. Holidays

The following shall be the officially observed City holidays for this Unit:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Eve
12. Christmas Day
13. New Year's Eve

Holiday Overtime Pay: Holiday overtime pay will be paid to Unit members who work the "actual" holiday as observed by the calendar, as opposed to the day which the holiday is observed by the City of Ukiah.

For example, if Christmas Day falls on a Sunday, but the City observes the holiday on a Monday, only those employees working on Sunday would receive holiday overtime pay due to working on the actual holiday.

The City pays overtime to unit members who work on Police Unit holidays at the rate of 2 ½ times the member's regular hourly rate of pay ("holiday overtime pay"). Each holiday is the 24-hour period that the City has approved for Police Unit holidays. All Unit members will receive holiday overtime pay for all hours in which they work during the "24-hour holiday period", from midnight to midnight on the City recognized holiday. Unit members not working the holiday will continue to receive 8 hours of holiday pay at straight time.

D. Vacation Leave

Vacations are designed to provide time away from work for rest and relaxation. Therefore, you are urged to use vacation benefits each year that they accrue. The maximum accrual is twice the annual rate. Once this maximum is reached, no additional time will be accrued until you have used enough of your vacation to stay within the maximum. As you use your time, you will accrue additional hours until the maximum is once again reached.

During vacation, salary and other benefits will continue without interruption. If a holiday occurs during a vacation period, that day will not be charged to vacation time. If an employee becomes sick during his/her vacation, he/she may charge accrued sick leave credits for the days of illness. Vacation accrual will be suspended during unpaid leaves of absence.

Vacation requests must be submitted in written form and approved by your supervisor in advance, with due regards to the needs of your Department. No vacation will be granted until the time is actually accrued.

Employees who terminate their employment with the City will be paid for any unused accrued vacation. Salary will not be paid in lieu of time off work due to any other type of paid leave, except as otherwise allowed by this MOU.

Vacation is earned and accrued hourly each pay period according to the following schedules:

Police Officers/Sergeants

Years of Service	Hours Per Pay Period	Maximum Accrual
0 – 3 Years	4.2 Hours	218.40 Hours
4 – 8 Years	4.8 Hours	249.60 Hours
9 – 15 Years	6.3 Hours	327.60 Hours
16 +	7.0 Hours	364.00 Hours

Police Captains accrue vacation according to the following schedule:

Years of Service	Hours Per Pay Period	Maximum Accrual
0 – 3 Years	5.6 Hours	307.20 Hours
4 – 8 Years	6.2 Hours	338.40 Hours
9 – 15 Years	7.7 Hours	416.40 Hours
16 +	8.4 Hours	452.80 Hours

Police Captains may buy-out up to 40 hours of vacation, two times per fiscal year, when they are within two pay periods of reaching the maximum accrual.

Public Safety Dispatcher vacation is earned and accrued hourly each pay period according to the Miscellaneous Unit vacation schedule, as follows:

Years of Service	Hours Per Pay Period	Maximum Accrual
0 – 3	4.0 Hours	224.0 Hours
4 – 8	4.7 Hours	260.4 Hours
9 – 15	6.2 Hours	338.4 Hours
16 – 19	6.8 Hours	369.6 Hours
20 Plus	8.0 Hours	432.0 Hours

When staff shortages prevent unit members from taking vacation, they may continue to accrue hours of vacation leave, even if they have accrued the maximum number of vacation leave hours allowed under applicable provisions of previous MOU's and personnel policies. The Director of Public Safety must approve such excess accruals and provide written notice of his approval to the Personnel Department.

E. Bereavement Leave

A Unit member shall be entitled to a maximum of three (3) days leave of absence without loss of salary for the death of any member of his immediate family. If travel exceeding 350 miles one way is required, an employee may be granted a maximum of two (2) days additional paid bereavement leave. This leave shall not be charged to sick leave.

Member of the "immediate family" is defined as the father, mother, grandfather, grandmother, a grandchild of the employee or the employee's spouse, and the spouse, son, stepson, foster son, son-in-law, daughter, stepdaughter, foster daughter, daughter-in-law, brother or sister of the employee, any relative living in the immediate household of the employee, or any person who has served as a surrogate parent of the employee or of the employee's spouse.

12. UNPAID LEAVE

You may request an unpaid leave of absence for periods of up to thirty days. Any unpaid leave may be granted with approval of the City Manager. In deciding whether to grant the request the City Manager may consider the reason for the leave (ex: extend pregnancy leave beyond disability; extended illness due to injury where accumulated sick and vacation leave, CTO and any other accrued paid leave have been used), the department's work load, and the availability of qualified staff to handle the work load.

If you are seeking an unpaid leave, you must submit a written request to your supervisor, stating the reason for and duration of the leave. Sick or vacation accrual, retirement, uniform allowance, medical coverage or related benefits are not paid or credited while an employee is on unpaid leave of absence. You will begin to receive these benefits again when you return to work. You may keep your medical insurance in effect by pre-paying the full monthly premium.

An employee who takes a personal leave of 30 days or less will be returned to his/her present position or to a substantially similar position. If no position is available due to staff reduction, the employee will be placed on layoff. Employees who do not report to work on the next working day, without prior authorization of the City, may be administratively terminated upon expiration of the leave.

13. SPECIAL PAYS

A. Training Specialty Pay

The City agrees to pay 5% of base salary to Police Unit positions formally assigned as Field Training Officer, Dispatch Trainer or Training Sergeant.

B. Bilingual Incentive Pay

Those Officers and Dispatchers who can pass the City's oral and written Spanish test may receive bilingual pay.

The City and Police unit agree to amend the current Bilingual Incentive pay provisions to recognize the difference in skill level between a basic level bilingual speaking Officer and a fluent bilingual speaking Officer. The language proficiency standards used for testing Officers for Spanish speaking ability are based upon those established by the American Council for Teaching Foreign Language, as compiled for the City of Ukiah by Susan Janssen. Officers successfully testing at a basic level in accordance with the Standards will receive $75.00 per month incentive pay. Officers successfully testing at a fluent level will be eligible to receive $125.00 per month incentive pay. There will no longer be an additional level of incentive pay based upon tenure.

C. POST Certificate Pay

POST Intermediate Certificate	=	5%
POST Advanced Certificate	=	10%

D. Detective pay

Police Officers assigned as Detectives will receive an additional 5% pay differential.

E. Longevity Pay

A longevity pay plan for all employees shall be implemented which would provide a 1% increment after seven (7) years of service and an additional 2% increment after fourteen (14) years of service.

Any employee hired in a represented classification after July 1, 1990, shall not be eligible for longevity. Current Employees shall be grandfathered at the existing schedule.

14. MISCELLANEOUS PROVISIONS

A. Uniform Allowance

Effective July 1, 2016 Unit members will receive $1,000.00 per fiscal year in Uniform Allowance, 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. Employees hired after July 1 of any fiscal year will receive $1,000 pro-rated among the remaining pay periods for that year.

It will be each Unit member's responsibility to purchase and maintain their uniforms in a clean and orderly condition in accordance with departmental Standard Operating Procedures (SOP). Employees who do not adhere to the policies outlined in the MOU and the SOP's to maintain professional attire in the course of their duties, may be subject to discipline.

Uniform allowance shall not be paid to any employee who is absent for any 90 calendar day period due to sick leave, compensating time off, or any unpaid leave for the period of time in which the employee is absent.

The City agrees to pay for Police Department uniform patches at an approximate cost of $200.00 per year to the City.

B. Compensatory Time Off (CTO)

Unit members may accrue CTO at the time and a half rate up to a maximum of 120 hours each in both the cashable and non-cashable CTO banks. The current cash-out allowed in the cashable CTO bank remains a maximum of 80 hours per fiscal year.

C. Section 125 Plan

The City will provide a Section 125 (Cafeteria) Plan for Police Unit employees.

D. Physical Fitness Program

Effective with the 2013-2015 MOU, the Physical Fitness Pay is eliminated for all members, *except* Police Captains.

Those Police Captains who complete at least 30 minutes of aerobic exercise six or more times per any two-week period will receive a flat rate of $40 per month as a Health and Fitness incentive. Members must exercise on off-duty time and are required to provide weekly documentation on the exercise log. Log entries will be approved by the Watch commander similar to overtime authorization. Compensation shall be paid

quarterly. Authorized exercise documentation must be provided to the Payroll Department for quarterly payment. If an employee fails to meet the qualification in any one pay period, they shall forfeit one-half of their month's compensation. This shall be considered special compensation for additional services outside regular duties and/or a bonus for duties performed after regular shift work. Aerobic exercise is defined as an exercise which works your cardiomuscular and cardiopulmonary systems beyond its normal working capacity for a prolonged period of time which forces your system to improve its capacity to handle oxygen.

The value or availability of the benefits provided in this Addendum may depend on their tax treatment by the state or federal government or the decisions of other government agencies or departments. The City will endeavor to obtain the most favorable treatment legally possible from these other governmental entities. However, the City makes no representation concerning the value of such benefits to unit members or how such benefits will be taxed or otherwise treated by other agencies or departments. The City's obligations under this Addendum are limited to the direct cost of providing the benefits and shall not be increased in any way by the decision of any such agency or department.

E. Safety Equipment Repayment Program

The City is willing to establish an equipment loan repayment program for Police Officers and Sergeants. When an officer buys a weapon or piece of safety equipment for $100 to $1,000 for work purposes, they may request the City to finance the equipment upon submitting the receipt to the Finance Department. The maximum loan at any one time cannot exceed $1,000. Bi-weekly repayment of this loan will be taken as an automatic payroll deduction from the employee's paycheck. Bi-weekly repayment amounts are based on a two-year payback schedule. A form will be provided for the employee to sign regarding the bi-weekly amount for the automatic payroll deduction. Any employee who has a loan outstanding when leaving the employ of the City will have the outstanding loan amount taken out of their last paycheck. No employee will be eligible for a loan unless they have signed a form consenting to the payroll deductions as outlined above.

F. Residency Requirement

The residency requirement response time for Police Officers and Sergeants will be 45 minutes from the Civic Center. Public Safety Dispatchers have no residency response requirements.

G. Out of Classification Pay

Any employee properly and formally assigned to perform the duties of a higher pay classification for a full day or more shall receive pay at the rate of 5% or Step A of the higher classification, whichever is higher.

H. Wireless Communications Stipend

For those members choosing to receive a stipend pursuant to the Police Department's wireless communication stipend policy, the Unit agrees that the stipend does not constitute an increase in base pay, nor will it be included in the calculation of overtime, percentage increases to base pay due to salary adjustments, job upgrades, retirement or other compensation increases. The stipend will be itemized in payroll and reported on the employee's W-2, subject to applicable income withholding tax.

I. Meal Breaks

Police Officers and Public Safety Dispatchers meal break time shall be 45 minutes, subject to call.

J. Emergency Meals

Employees required to work in increments of four (4) consecutive hours outside of their normal working day because of an emergency situation which does not allow the employee to provide for a meal shall be furnished one meal for each four (4) hours worked if not furnished from other sources.

K. Equipment Provision

1. The City and Unit agree the City will provide one rechargeable flashlight for each patrol unit. The City will offer each member of the Unit a standard issue police pistol with holster, magazines, and magazine holder. If accepted, that shall be the equipment used by the officer. The City will offer each member of the Unit a bullet proof vest. The Police Chief shall issue departmental regulations regarding the wearing of vests.

2. The City and the Unit agree all safety equipment has been provided to all employees hired prior to August 1, 1985, through the uniform allowance. For each employee hired after August 1, 1985, the City agrees the following is safety equipment and will provide same in addition to the uniform allowance, if requested by the employee:

- Items listed in item (1) above
- Baton and Ring
- Rain Gear, Including Cap and Boots
- Helmet
- OC and Holder

- Sam Brown Belt with Four (4) Keepers
- Handcuff and Case
- Key Ring

The City and the Unit agree that for those employees hired prior to August 1, 1985 the City will replace, as needed and as approved by the Chief of Police, the above listed equipment. Any such equipment replaced by the City is, and shall remain, the property of the City. The City and the Unit agree the City assumes no responsibility for equipment not purchased or owned by the City.

The Police Sergeants shall be responsible for replacement of the following items:

- Police Jumpsuits
- Baseball Cap
- Mace Holder
- Flashlight and Batteries
- Rain Gear and Boots
- Name Tags
- Dress Hats and Chin Straps
- Uniforms and Accoutrements
- Whistle

Replacement at City expense of eyeglasses and job required equipment damaged or destroyed while on duty to be considered on the merits of each individual case.

L. Probationary Period

All Police Unit employees shall serve a twelve (12) month probationary period. Vacation and sick time accrued during the probationary period may be used as it is accrued.

M. Tobacco Use

As a condition of employment, any person hired in this Unit as a Police Officer or Police Sergeant must be a non-user of tobacco products in any form and shall refrain from smoking tobacco or any other substances. Any employees hired before September 1, 1993 will be grandfathered relating to this condition.

The City-wide Tobacco Use Policy also applies to employees in this Unit.

N. Call-Back Pay

Call Back Pay is determined on the basis of 2-hour minimum at time-and-a-half for the first call out in any 24 hour period beginning at 0800 hours daily and 1 hour minimum for subsequent calls within that period.

Any Detective responding to the first call-back of a shift shall be paid a three (3) hour minimum at time and one half pay.

O. Standby Pay

For Police Department shift employees, four (4) hours standby pay will be paid when a police shift employee is required to standby on his regular day off regardless as to whether those days off fall on a week day or weekend.

P. No Strike/Job Action Provision

1. Prohibited Conduct

The Unit, its officers, agents, representatives, and/or members when on duty, agree they will not call, cause, engage, or condone any strike, walkout, sit down, work stoppage, slowdown, sickout, blue flu, pretended illness, or engage or honor any other form or type of job action by unit employee or by any other employees of the City or employees of any other employer by withholding or refusing to perform services or honor any type or form of picket line of any union or employee organization.

2. Employee Termination

Any employee who participates in any conduct prohibited in Section 1 above shall be considered on unauthorized absence and shall be subject to discharge or other disciplinary action by the City, regardless of whether or the Association carries out in good faith its responsibilities set forth below.

3. Association Responsibilities

a. In the event that the Association, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

b. If the Association performs all of the responsibilities in good faith set forth in 3a above, its officers, agents and representatives shall not be

liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Section 1 above.

Q. No Lock Out

The City agrees it shall not lock out employees during the term of a valid MOU.

R. Continuation

The City and the Unit agree that all conditions of employment established by City policy, including all conditions affecting wages, hours, and working conditions that are not specifically addressed in this Memorandum of Understanding, shall continue in effect and shall not be affected by the terms of this Memorandum of Understanding.

The value or availability of the benefits provided in the Memorandum of Understanding as originally worded or as amended from time to time may depend on their tax treatment by the state or federal government or the decisions of other government agencies or departments, such as, but not limited to, the Public Employees Retirement System. The City will endeavor to obtain the most favorable treatment legally possible from these other governmental entities. However, the City makes no representation concerning the value of such benefits to unit members or how they will be taxed or otherwise treated by other agencies or departments. The City's obligations under this Memorandum of Understanding are limited to the direct cost of providing the salary and benefits as described in the Memorandum of Understanding. The City shall have no additional financial obligation, even if the tax or other treatment of such salary or benefits by other agencies or departments reduces or eliminates their value to the employee.

This Memorandum of Understanding is ratified and adopted pursuant to the recommendations of the following representatives this 20th day of April, 2016.

CITY OF UKIAH

Sage Sangiacomo, City Manager

UKIAH POLICE OFFICERS ASSOCIATION

#324

Noble Waidelich, UPOA President

#469

Kevin Murray, Police Officer

#470

Andrew Snyder, Police Officer

Kelly Denham, Public Safety Dispatcher

S:\HUMAN RESOURCES\MOU\POLICE UNIT COMPREHENSIVE 2015-18 MOU

EXHIBIT A
Police Unit Classifications

Community Services Officer

Communications/Records Supervisor

Police Captain

Police Officer

Police Lieutenant

Police Sergeant

Public Safety Dispatcher

Senior Public Safety Dispatcher

EXHIBIT B

Police Unit Salary Schedule

City of Ukiah
Police Unit Salary Schedule
Effective September 27, 2015
Restoration of 5% Base Salary Concession (Police Chief & Captain)
Restoration of 4.6% Base Salary Concession (Police Officers, Dispatchers & CSO's)

Job Class Title	Grade	Monthly					
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Community Services Officer	3056		3,292.42	3,457.04	3,629.89	3,811.38	4,001.95
Clerk Dispatcher	3058		3,842.87	4,035.01	4,236.76	4,448.60	4,671.03
Senior Clerk Dispatcher	3059		4,138.37	4,345.29	4,562.55	4,790.68	5,030.21
Police Officer	3073	4,529.24	4,755.70	4,993.49	5,243.16	5,505.32	5,780.59
Police Officer + IPC	3173	4,755.70	4,993.49	5,243.16	5,505.32	5,780.59	6,069.62
Comm/Records Supervisor	3373		5,007.43	5,257.80	5,520.69	5,796.72	6,086.56
Police Officer + APC	3273	4,993.49	5,243.16	5,505.32	5,780.59	6,069.62	6,373.10
Police Sergeant	3077	5,775.22	6,063.98	6,367.18	6,685.54	7,019.82	7,370.81
Police Sergeant + APC	3177	6,063.98	6,367.18	6,685.54	7,019.82	7,370.81	7,739.35
Police Lieutenant	3078		7,003.90	7,354.10	7,721.81	8,107.90	8,513.30
Police Captain	3079		8,251.51	8,664.09	9,097.29	9,552.15	10,029.76
Police Chief	3570		10,198.08	10,707.98	11,243.38	11,805.55	12,395.83

Reportable Special Compensation	
Bilingual Pay	$75-$125 per month
Longevity Pay	1%-5% added to base
Special Assignment Pay (FTO, SRO, Detective)	5% added to base
Uniform Allowance (Classic Employees only)	$1,000 per fiscal year
Management Incentive (Chief Captains Only)	13 days (104 hours) per fiscal year

RESOLUTION NO. 2016-21

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 EMPLOYMENT 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, 2015 through September 18, 2018 have been arrived at and agreed to by the parties; and

WHEREAS, the Employment Contract between the Police Chief and the City has been amended and agreed to by the parties; and

WHEREAS, said Memoranda of Understanding and the Police Chief Employment Contract have been presented to the City Council for its consideration.

NOW, THEREFORE, BE IT RESOLVED that the Memoranda of Understanding for the Police, Fire and Fire Management Bargaining Units, and the Police Chief Contract attached in substantial form as Exhibits A - D are hereby adopted and the Employee/Employer Relations Officer is authorized to enter into these Agreements.

PASSED AND ADOPTED this 20th day of April 2016, by the following roll call:

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

Stephen G. Scalmanini
Stephen G. Scalmanini, Mayor

ATTEST:

Ashley Cocco
Ashley Cocco, Deputy City Clerk