

**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.

2. HEALTH INSURANCE CONTRIBUTION

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

The City will contribute 85% of the premium for 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.

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

3. MANAGEMENT INCENTIVE PAY

The Chief shall receive 104 hours of Management Incentive Pay per fiscal year on July 1, on a non-accruing basis. Management Incentive Pay can be taken as cash payment at straight time only and is considered PERS reportable special compensation. The Chief shall be granted pro-rated Management Incentive Pay beginning the first full pay period following the date of hire. The Chief will be required to request the Management Incentive Pay in accordance with the City's rules and procedures.

4. LONGEVITY PERFORMANCE 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 7<sup>th</sup> 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 12<sup>th</sup> 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 20<sup>th</sup> 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 15<sup>th</sup> 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. 3 <sup>rd</sup> Monday of January   | Martin Luther King Birthday |
| 4. 3 <sup>rd</sup> Monday of February  | Washington's Day            |
| 5. Last Monday of May                  | Memorial Day                |
| 6. July 4                              | Independence Day            |
| 7. 1 <sup>st</sup> Monday of September | Labor Day                   |
| 8. 2 <sup>nd</sup> Monday of October   | Indigenous Peoples' Day     |
| 9. November 11                         | Veterans' Day               |

- 10.4<sup>th</sup> Thursday of November Thanksgiving Day
- 11.4<sup>th</sup> 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:

<b>Years</b>	<b>Hourly Factor</b>	<b>Maximum Accrual</b>
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 \$1,000 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: March 10, 2023

EMPLOYEE

By   
CEDRIC CROOK (Mar 10, 2023 11:13 PST)  
Cedric Crook, Police Chief

DATED: March 10, 2023

CITY OF UKIAH

By   
Sage Sangiacomo, City Manager