MEMORANDUM OF UNDERSTANDING

Between
The City of Ukiah
And
Ukiah Police Officers Association

This Memorandum of Understanding ("MOU") is entered into by and between the City of Ukiah ("City") and the Ukiah Police Officers Association ("Unit") (collectively referred to as "Parties"). Having met and conferred in accordance with Government Code section 3500, *et. seq.*, the City and the Unit agrees to amend, add to, and clarify the Parties' current MOU as follows:

1. Replace: Article 2. TERM

The term of this agreement shall be three (3) years, effective September 19, 2025, through September 18, 2028.

2. Replace: Article 3. SALARY

Year-1 Salary Step Addition

Effective the first full pay period following September 19, 2025, the City shall add a new top step to the unit's salary schedule. This additional step will generally be set at five percent (5%) above the current highest salary step. However, in recognition of recent equity and recruitment-related adjustments, the following classifications will instead receive an increase of two and one-half percent (2.5%) above the current highest step:

- Police Lieutenant
- Police Captain

For all other classifications, the new top step shall be set at five percent (5%) above the current highest salary step.

All unit members who, as of the effective date, have completed at least one (1) year of continuous City/District service and are at the current top step of the salary schedule shall be advanced to the new step.

All other unit members shall continue to progress in accordance with existing step-advancement policies on their regular anniversary date.

Year-2 Salary Step Addition

Effective the first full pay period following September 19, 2026, the City shall add a new top step set at two and one-half percent (2.5%) for the following unit classifications:

- Police Sergeant
- Police Lieutenant
- Police Captain

Effective the first full pay period following September 19, 2026, the City shall add a new top step to the unit's salary schedule for all other unit classifications. This additional step shall be set at five percent (5%) above the current highest salary step, unless the local economic benchmark—defined as the combined total revenue collected in Fiscal Year 2025-26 for secured property tax, sales tax (Bradley-Burns and Measures P and Y), and transient occupancy tax—falls below the combined total for the most recently audited Fiscal Year 2024-25. In such case, the Year-2 Salary Step Addition shall instead be two and one-half percent (2.5%).

All unit members who, as of the effective date for the Year-2 Salary Step Addition, have completed at least one (1) year of continuous City/District service and are at the current top step of the salary schedule shall be advanced to the new step.

All other unit members shall continue to progress in accordance with existing stepadvancement policies on their regular anniversary date.

The Finance Director shall, in writing, provide the Fiscal Year 2025-26 revenue receipts and perform the comparison to the prior year's audited revenues.

Year-3 Salary Step Addition

Effective the first full pay period following September 19, 2027, the City shall add a new top step set at two and one-half percent (2.5%) for the following unit classifications:

- Police Sergeant
- Police Lieutenant
- Police Captain

Effective the first full pay period following September 19, 2027, the City shall add a new top step to the unit's salary schedule for all other unit classifications. This additional step shall be set at five percent (5%) above the current highest salary step, unless the local economic benchmark—defined as the combined total revenue collected in Fiscal Year 2026-27 for secured property tax, sales tax (Bradley-Burns and Measures P and Y), and transient occupancy tax—falls below the combined total for the most recently audited Fiscal Year 2025-26. In such case, the Year-3 Salary Step Addition shall instead be two and one-half percent (2.5%).

All unit members who, as of the effective date for the Year-3 Salary Step Addition, have completed at least one (1) year of continuous City/District service and are at the current top step of the salary schedule shall be advanced to the new step.

All other unit members shall continue to progress in accordance with existing stepadvancement policies on their regular anniversary date.

The Finance Director shall, in writing, provide the Fiscal Year 2026-27 revenue receipts and perform the comparison to the prior year's audited revenues.

3. Replace: Article 11. PAID LEAVE, section C

C. Holidays

Employees are provided with the following paid holidays:

DATE
January 1

HOLIDAY
New Year's Day

3rd Monday, January Martin Luther King, Jr. Birthday

3rd Monday, February President's Day (Washington's Birthday)

Last Monday, May
June 19

Memorial Day
Juneteenth

July 4 Independence Day

1st Monday, September Labor Day

2nd Monday, October Indigenous Peoples' Day/Columbus Day

November 11 Veterans Day 4th Thursday, November Thanksgiving Day

4th Friday, November Day following Thanksgiving

December 24 Christmas Eve
December 25 Christmas Day
December 31 New Year's Eve

<u>Holiday Premium Pay</u>: Holiday Premium Pay will be provided only to Unit members who are regularly scheduled to work on City-recognized holidays.

Holiday Premium Pay applies when a Unit member regularly works during the "actual" holiday date as it falls on the calendar, even if the City observes the holiday on an alternate date. For example, if Christmas Day falls on a Sunday but the City observes the holiday on the following Monday, only those employees who work on Sunday (the actual holiday) will receive Holiday Premium Pay.

Holiday Premium Pay will be paid at the rate of two and one-half $(2\frac{1}{2})$ times the employee's regular hourly rate of pay for all hours worked during the 24-hour period of the recognized holiday (midnight to midnight). Unit members who do not work on the holiday will continue to receive eight (8) hours of holiday pay at straight time.

4. Replace: Article 11. PAID LEAVE, section D

D. <u>Vacation Cash Out</u>

All unit members may cash out one (1) week (40 hours) vacation, not to exceed two (2) times per fiscal year. To be eligible, the employee must have a remaining vacation balance of at least one hundred twenty (120) hours after the cash out. Approval of cash-out requests is subject to the City's payroll processing timelines and applicable administrative procedures.

5. Replace: Article 13. SPECIAL PAYS, section A

A. Training Specialty Pay

The City shall pay five percent (5%) of the sum of base salary to employees formally, routinely, and consistently assigned as Field Training Officer, Dispatch Trainer, or Training Sergeant.

Subject to the PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation.

6. Replace: Article 13. SPECIAL PAYS, section B

B. <u>Bilingual Incentive Pay</u>

The City shall pay compensation to employees who are routinely and consistently assigned to positions requiring communication skills in Spanish and American Sign Language (ASL) as follows: Employees who are designated by the City as fluent in Spanish (includes ability to read and write) or ASL (includes ability to interpret complex conversations) shall receive an additional incentive premium of five percent (5%) of the sum of the employee's base monthly salary as compensation for the additional responsibilities. Employees who are not fluent, but have been designated by the City as possessing the skill to converse in Spanish or ASL well enough to communicate during a basic call for service shall receive an additional incentive premium of three percent (3%) of base monthly salary as compensation for the additional responsibilities. The five percent (5%) pay, and three percent (3%) pay shall not be combined and five percent (5%) is the maximum premium allowed for any combination of the recognized communication skills.

The City may use a variety of techniques to test an employee's proficiency in either language, and may require an employee to re-test on occasion.

Subject to the PERL and CalPERS regulations and guidance, this is reportable to CalPERS as special compensation.

7. Replace: Article 13. SPECIAL PAYS, section C

D. Educational Incentive Pay

The City shall pay employees for completing educational courses, certificates, and degrees that enhance their ability to do their job as follows:

- a. <u>Sergeants</u>: An educational incentive premium of two percent (2%) of base salary shall be paid to Sergeants who attain a Bachelor's degree or higher awarded by a community college, college, or university accredited by a national or regional accrediting body recognized by the United States Department of Education.
- b. <u>Lieutenants and Captains</u>: An educational incentive premium shall be paid to Lieutenants and Captains as follows:
 - i. Two- and one-half percent (2.5%) of base salary for an Associate's degree awarded by a community college, college, or university accredited by a national or regional accrediting body recognized by the United States Department of Education.
 - ii. Five percent (5%) of base salary for a Bachelor's degree or higher awarded by a community college, college, or university accredited by a national or

- regional accrediting body recognized by the United States Department of Education.
- iii. The two educational incentives pertaining to Lieutenants and Captains are exclusive of each other and a Lieutenant or Captain may only receive one of the two education incentives. Thus, the maximum education incentive for Lieutenants and Captains is five percent (5%).
- c. <u>Public Safety Dispatchers</u>: An educational incentive premium shall be paid to Public Safety Dispatchers as follows:
 - i. A POST incentive premium of two and a half percent (2.5%) of base salary shall be paid to employees who obtain and maintain a POST Advance Certificate.
 - ii. An educational incentive premium of two and a half percent (2.5%) shall be paid to employees who obtain and maintain an Emergency Medical Dispatcher Certificate and an Emergency Fire Dispatcher Certificate from the International Academics of Emergency Dispatch along with any other requirements imposed for a medical/fire dispatch center by the local emergency medical services agency (LEMSA) and/or the Ukiah Valley Fire Authority.
- d. <u>Communications Supervisor</u>: An educational incentive premium shall be paid to the Communications Supervisor as follows:
 - i. A POST incentive premium of two and a half percent (2.5%) of base salary shall be paid to employees who obtain and maintain a POST Supervisory Certificate.
 - ii. An educational incentive premium of two and a half percent (2.5%) shall be paid to employees who obtain and maintain an Emergency Medical Dispatcher Certificate and an Emergency Fire Dispatcher Certificate from the International Academics of Emergency Dispatch along with any other requirements imposed for a medical/fire dispatch center by the local emergency medical services agency (LEMSA) and/or the Ukiah Valley Fire Authority.
- e. <u>Communications and Records Manager</u>: An educational incentive premium shall be paid to the Communications and Records Manager as follows:
 - i. A POST incentive premium of two and a half percent (2.5%) of base salary shall be paid to employees who obtain and maintain a POST Supervisory Certificate and POST Records Supervisor Certificate.
 - ii. An educational incentive premium of two and a half percent (2.5%) shall be paid to employees who obtain and maintain an Emergency Medical Dispatcher Certificate and an Emergency Fire Dispatcher

Certificate from the International Academics of Emergency Dispatch along with any other requirements imposed for a medical/fire dispatch center by the local emergency medical services agency (LEMSA) and/or the Ukiah Valley Fire Authority.

f. Subject to the PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation.

8. Replace: Article 13. SPECIAL PAYS, section D

D. <u>Detective Pay</u>

The City shall pay five percent (5%) of the sum of base salary to employees formally, routinely, and consistently assigned as a Detective.

Subject to the PERL and CalPERS regulations and guidance, this is reportable to CalPERS as special compensation.

9. Replace: Article 13. SPECIAL PAYS, section G

G. <u>Traffic Officer Pay</u>

The City shall pay five percent (5%) of the sum of base salary to employees formally, routinely, and consistently assigned as a Traffic Officer.

Subject to the PERL and CalPERS regulations and guidance, this is reportable to CalPERS as special compensation.

10. Replace: Article 13. SPECIAL PAYS, section H

H. <u>POST Incentive Pay</u>

The City shall pay Lieutenants and Captains for obtaining and maintaining Peace Officer Standard Training ("POST") certification as follows:

- a. Two- and one-half percent (2.5%) of base salary for obtaining and maintaining a POST Supervisory Certificate.
- b. Five Percent (5%) of base salary for obtaining and maintaining a POST Management Certificate.
- c. POST Incentive premiums are exclusive of each other and cannot be combined. Thus, the maximum POST incentive for Lieutenants and Captains is five percent (5%).

Subject to the PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation.

11. Add: Article 13. SPECIAL PAYS, section I

I. School Resource Officer

The City shall pay five percent (5%) of the sum of base salary to employees formally, routinely, and consistently assigned as a School Resource Officer.

Subject to the PERL and CalPERS regulations and guidance, this is reportable to CalPERS as special compensation.

12. Add: Article 13. SPECIAL PAYS, section J

J. Task Force

The City shall pay five percent (5%) of the sum of base salary to employees formally, routinely, and consistently assigned to the Mendocino Major Crimes Task Force (MMCTF).

Subject to the PERL and CalPERS regulations and guidance, this is reportable to CalPERS as special compensation.

13. Add: Article 13. SPECIAL PAYS, section K

K. Special Enforcement Team

The City shall pay five percent (5%) of the sum of base salary to employees formally, routinely, and consistently assigned to a Special Enforcement Team (SET).

Subject to the PERL and CalPERS regulations and guidance, this is reportable to CalPERS as special compensation.

14. ADMINISTRATIVE CLEAN-UP OF MOU PROVISIONS

The parties recognize that certain provisions of this MOU have become outdated, redundant, or inconsistent with current laws, regulations, or City policies. The parties agree to meet and confer in good faith to make non-substantive updates, corrections, or eliminations of such provisions during the term of this MOU. These administrative clean-up revisions may be documented by mutual written agreement of the parties and do not require separate City Council approval, provided they do not materially change employee wages, benefits, or other substantive terms and conditions of employment.

15. 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 MOU, shall continue in effect and shall not be affected by the terms of this MOU.

The value or availability of the benefits provided in the MOU 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 MOU are limited to the direct cost of providing the salary and benefits as described in the MOU. 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 6th day of October 2025.

CITY OF UKIAH

UKIAH POLICE OFFICERS ASSOCIATION

Adam Effedge (Oct 13, 2025 13:33:11 PDT)

Sage Sangiacomo, City Manager Adam Elledge, Sergeant