

SUMMARY MEMORANDUM OF UNDERSTANDING

City of Ukiah and Ukiah Professional Firefighters Association Local 3686

Regarding Salaries and Supplemental Benefits

April 1, 2022 to September 18, 2025

Recognition

The City recognizes the Association, which is acknowledged to be affiliated with the Ukiah Professional Firefighters Association, Local 3686, as exclusive representative for the purposes of establishing wages, hours, and other terms and conditions of employment for all full-time employees in the classifications listed below and to any other classification, which may be established within the scope of the duties now included with these classifications (MOU 2022-2025):

Ambulance Operator/EMT
Ambulance Operator/Paramedic
Firefighter
Driver Operator (*formerly Fire Engineer*)
Fire Captain
Fire Marshal
Fire Battalion Chief

Term

The term of this MOU shall be from April 1, 2022 through September 18, 2025.

Wages and Working Hours

Effective with adoption of this MOU (2022-2025), the salaries of all employees covered under this MOU shall be stated in Appendix A, to include the addition of Fire Marshal, Ambulance Operator/EMT, and Ambulance Operator/Paramedic. The basis for these computations shall be as follows:

1. Hourly rates for 56-hour employees shall be calculated by dividing an employee's annual salary by 2912.
2. Hourly rates for 40-hour employees shall be calculated by dividing the employee's annual salary by 2080.

Fair Labor Standards Act (FLSA) Work Period

1. 24-Day Work Period

Effective July 1, 2006, the City and Association elected a 182-hour/24-day extended work period, as authorized under Section 207(k) of the FLSA, for purposes of determining FLSA overtime. The salary provided to employees assigned to this schedule covers straight time pay for 192 hours each 24-day work period. Hours actually worked from 183-192 are paid an additional payment of 0.5 times the regular rate of pay and hours actually worked in excess of 192 are compensated overtime at 1.5 times the regular rate of pay.

- Suppression personnel work a 48/96 hours schedule.

2. 7-Day Work Period

Employees assigned to a 40-hour/7-day work period, in accordance with FLSA, are compensated overtime at 1.5 times the regular rate of pay for actual hours worked over 40 hours in a week. (MOU 2022-2025)

The City retains the right to change FLSA work periods for represented employees. The City shall give the Association 30 days’ notice whenever possible, in advance of such work period change. (MOU 2001-2005)

Compensatory Time Off (CTO)

Association members may accrue a maximum cap of 72 CTO hours. (MOU 2005-2008)
 Employees may buy-out up to 48 hours of CTO two (2) times per fiscal year, at the 56-hour rate. (MOU 1998-1999)

Salaries

Year 1

Effective the first full pay period in April 2022, employees will receive a salary increase to base salary as follows:

| Classification | Adj. |
|---|-------------|
| Firefighter & Ambulance Operator (EMT/Paramedic) | 5.62% |
| Driver Operator (<i>formerly Fire Engineer</i>) | 5.55% |
| Captain | 5.78% |
| Battalion Chief | 5.23% |

Effective the first full pay period in September 2022, Ambulance Operators, Firefighters, Driver Operators, Captains, and Fire Marshal will receive a 5% salary increase to base salary.

Year 2

Effective the first full pay period following September 19, 2023, all classifications will receive a 2.5% salary increase to base salary.

Year 3

Effective the first full pay period following September 19, 2024, all classifications will receive a 3% salary 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 2022/2023. 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-Hayward figures for April, to a maximum of 3%. In no case shall this result in a decrease in compensation.

Pension Reform Act of 2013 (PEPRA)

The Public Employees’ 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 Association and the City agree to implement all PEPRA provisions, and all applicable amendments thereto. Effective January 1, 2013, Association employees defined by PEPRA as “*new members*” shall pay 50% of the total normal cost for the new Fire-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% @ 55 Fire-Safety PERS formula, 10% member contribution, 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; 3.) 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 of greater than 6 months.

PERS Employee Member Contribution (2000-2002) MOU

Employees in the Association pay the full required PERS employee member contribution of 10%. Employer-paid member contribution (EPMC) is in place with the City reporting the value of EPMC to CalPERS as additional compensation.

Section 125 Plan (Cafeteria Plan)

Effective March 1, 1998, a Cafeteria Plan is available for pre-tax benefits at the option of the employee. (MOU 1997-1998)

Health Insurance Contribution/Flex Plan

The City shall offer employees and their eligible dependents a health insurance program under the terms set forth below (MOU 2018-2021):

Effective upon the ratification of this Agreement, and for all incumbent employees electing to do so, the City will pay 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 pay equivalent to the 85% portion for the EPO 500 plan.

After July 1, 2018, Association members 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. Once enrolled in the plan, Association members will no longer be eligible for the flex plan.

Upon ratification of this agreement, all new hires will only be eligible for the 85% contribution plan as described above, based on actual enrollments, and will not be eligible for the flex plan.

For incumbent employees electing to do so, the City will continue to pay up to \$1,283.82 per month towards each Association member's health insurance premiums, as agreed to in the 2015-2018 Agreement, based upon actual enrollments, in lieu of receiving flex dollars from the previous agreement. For incumbent employees electing "employee only" coverage, the City will continue to pay the employee-only premiums plus \$200.00 (flex plan) a month, not to exceed the \$1,283.82. Current employees not electing this contribution will remain on the existing flex plan.

Those employees who choose not to have City health coverage must show proof of health coverage under another plan. An employee who is covered under a non-City health plan can only enter a City plan upon a qualifying event approved by the health plan, or during the Open Enrollment period of the health plan.

Retiree Insurance

An employee retiring with 10 or more years of City of Ukiah service may purchase at his/her own expense, City group insurance if offered by the carrier and subject to the carrier's requirements. (Misc 84-86; City Council 02/16/00; 7/1/14 REMIF) Premium payments must be made to the City of Ukiah no later than the 15th of the month preceding the month of coverage, or the City may have no choice but to terminate coverage. For example, the premium is due by June 15 for July coverage.

PERS Sick Leave Conversion

The City and the Association agree to decrease Association employees' sick leave accruals from 24 hours per month to 18 hours per month. For calculation of sick leave service credit to CalPERS upon retirement, the City will divide the total hours accrued at 18 hours per month by 1.5 to arrive at an accrual balance equivalent to 12 hours per month. That total will then be divided by 8 hours to determine the number of sick leave "days" to report to CalPERS for additional service credit, in accordance with CalPERS reporting requirements. This change in accrual rate will not affect existing accrual balances. (MOU 2008-2010)

Vacation Accruals

Association members shall earn and may accumulate vacation leave as indicated below:

Ambulance Operators, Firefighters, Driver Operators, Captains, and Battalion Chiefs (classifications assigned to 56-hour workweek):

Vacation is earned and accrued hourly each pay period according to the following schedule and includes credit for holiday hours:

| Years of Service | Hours Earned Per Pay Period | Maximum Accrual |
|-------------------------|------------------------------------|------------------------|
| 0-3 | 11.2 Hours | 604.8 Hours |
| 4-8 | 12.1 Hours | 651.6 Hours |
| 9-15 | 14.2 Hours | 760.8 Hours |
| 16 plus | 15.1 Hours | 807.6 Hours |

Fire Marshal (classifications assigned to a 40-hour workweek):

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

| Years of Service | Hours Earned 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 |

Conversion: In the event an employee is transferred between a suppression or ambulance assignment (56-hour work week) and a non-suppression or non-ambulance assignment (40-hour work week), accumulated vacation hours as well as prospective accumulation shall be converted, using a factor of 1.4 to maintain equivalent monetary value of said leave time. As such, the employee's vacation hours will be divided by 1.4 if he or she is transferred to a non-suppression or non-ambulance assignment from a suppression or ambulance assignment and will be multiplied by 1.4 if he or she is transferred to a suppression or ambulance assignment from a non-suppression or non-ambulance assignment.

Vacation Buy Back

Ambulance Operators, Firefighters, Driver Operators, Captains, and Battalion Chiefs (classifications assigned to 56-hour work week):

An employee may sell back up to 120 hours of vacation to the City for the equivalent payment of the employee's current salary on an hour-for-hour basis. Payment for said hours shall be at the rate of the employee's base salary, at the 56-hour rate, and shall be included in their regular paycheck on the first pay date in December of each year. Employees shall submit a PAF

to Human Resources by November 15th for processing through Payroll the following pay period. (MOU 2001-2005)

Vacation Cash Out

Fire Marshal (classifications assigned to a 40-hour work week):

Employees who reach their maximum vacation accrual may cash out one (1) week (40 hours) vacation, limited to one (1) time per fiscal year. This may be requested within two pay periods to the employee reaching their vacation accrual maximum. (MOU 2022-2025)

Holidays

Employees are provided with the following paid holidays (Memo 12/1/80, updated 7/1/90):

| HOLIDAY | DATE |
|--------------------------------------|--|
| New Year's Eve | December 31 |
| New Year's Day | January 1 |
| Martin Luther King's Birthday | 3 rd Monday in January |
| Presidents' Day | 3 rd Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | 1 st Monday in September |
| Indigenous Peoples' Day | 2 nd Monday in October |
| Veterans' Day | November 11 |
| Thanksgiving Day | 4 th Thursday in November |
| Day following Thanksgiving | 4 th Friday in November |
| Christmas Eve | December 24 |
| Christmas Day | December 25 |
| 8/11.2 hours floating holiday credit | Added to vacation accrual each Fiscal Year |

The 8-hour (40-hour) or 11.2-hour (56-hour) floating holiday credit is added to each employee's vacation accrual in the beginning of the fiscal year of each year. (MOU Addendum 2015-2018)

Ambulance Operators, Firefighters, Driver Operators, Captains, and Battalion Chiefs (classifications assigned to 56-hour work week):

Due to the nature of the fire shift schedule, actual holiday hours are factored into the vacation credit received by the employee.

Fire Marshal (classifications assigned to a 40-hour workweek):

Employees working a 40-hour work week shall observe holidays as paid days off and shall be compensated for as part of their current salary. (MOU 2022-2025)

Sick Leave Accrual

Association members shall earn and may accumulate Sick Leave as indicated below:

Ambulance Operators, Firefighters, Driver Operators, Captains, and Battalion Chiefs (classifications assigned to 56-hour workweek):

Effective upon adoption of the 2015-2018 MOU, sick leave accrual decreased from 18 hours per month to 12 hours per month in accordance with industry standards as a resource for increasing the Association's monthly health contribution.

All employees hired after the adoption of the 2015-2018 MOU will accrue Sick Leave at 12 hours per month. Existing employees who elect to continue to receive "flex dollars" towards their health insurance options will continue to accrue Sick Leave at 18 hours per month. Existing employees who elect to receive the monthly health contribution in lieu of "flex dollars" will accrue Sick Leave at 12 hours per month. This is a one-time, non-reversible election.

Fire Marshal (classifications assigned to a 40-hour workweek):

Employees assigned to a 40-hour workweek will accrue 1 day (8 hours) of sick leave for each month of service. (MOU 2022-2025)

Bereavement Leave

An employee is entitled to a maximum of the next three next regularly scheduled shifts for bereavement leave for the death of any member of his/her immediate family. (MOU 1996-1997)

Working Out of Class

1. Effective the first full pay period after adoption of the 2005-2008 Memorandum of Understanding, **Firefighters** will receive **\$25** per shift for performing the duties of acting Driver Operator (MOU 2005-2008).
2. Effective the first full pay period after adoption of the 2005-2008 Memorandum of Understanding, **Driver Operators** will receive **\$35** per shift for performing the duties of Acting Fire Captain (MOU 2005-2008).
3. Effective the first full pay period after adoption of the 2005-2008 Memorandum of Understanding, **Fire Captains** will receive **\$35** per shift in an Acting Duty Chief capacity as assigned by the Deputy Fire Chief (MOU 2005-2008).

Association members who are formally assigned to perform the duties of Acting Driver Operator, Acting Fire Captain, and Acting Duty Chief shall receive acting pay if they perform those duties for more than 6 hours during a half-shift increment of 12 hours. The former requirement that provided acting pay only if the employee worked in an acting capacity for a

full 24-hour shift is eliminated. The current shift compensation for acting duties will remain the same and will be pro-rated for half shifts.

If an Association member works in an acting capacity for more than 6 but less than 12 hours, he or she shall receive acting pay for the number of hours actually worked in that capacity. Only one Association member may receive acting pay during the same 12-hour period for the same acting position. If more than one Association member works in that capacity during such period, the Association member who worked the most hours will receive acting pay. (MOU 1997-1998)

Call-Back

Call-backs are paid at a 3-hour minimum at time-and-one-half pay. Should operational needs result in employees not being released within 3 hours, recalled employees will be compensated at time-and-one-half for actual hours worked beyond the first 3 hours. Should the department initiate another call back after employees have been released and resumed their off-duty activities, the call back will be paid at 3-hour minimum at time-and-one-half pay (MOU 2001-2005).

Stand-by Pay

Association members shall receive \$35 per shift in a medic or driver stand-by duty capacity as assigned by the Chief. (Addendum 10/93)

Use of Hourly Firefighter "On-Call Part-Time" Assistance Personnel

To help reduce overtime expenses in the future, the Ukiah Paid Firefighters Association President and Director of Public Safety agreed to the following (6/2011).

1. The City of Ukiah will maintain a list of qualified firefighter on-call part-time assistance personnel, who meet the City of Ukiah Firefighter/EMT qualifications.
2. On-call part-time assistance personnel will be used to reduce overtime expenses in the following situations:
 - a. Long-Term Injury: In the event that a Paid Professional Member of the Ukiah Firefighters Association is not allowed to work because of a work-related injury, or off-duty injury, on-call part-time assistance personnel can be assigned to assist with overtime coverage on the shift effected by the personnel shortage.
 - b. Overtime Rotational System: In the event where each member of the Ukiah Paid Firefighters Association has been offered overtime using the rotational system, and declined the overtime offer, on-call part-time assistance

personnel can be offered for that overtime assignment, instead of ordering union personnel to cover an assignment.

- c. Extended Hours: In all possible situations, every attempt will be made to limit on-call part-time work assignments to not more than 48 consecutive hours, including time working for another fire agency.

Longevity Performance Program

An employee is eligible for Longevity Performance Pay if the following apply (MOU 2018-2021):

1. Employee has worked full-time, including full-time limited-term assignments exceeding 1 year, for the City of Ukiah for a minimum of 7 years; and,
2. Employee has received a satisfactory or above rating on his/her last annual performance evaluation.

Such employee will be eligible to receive a lump sum payment on their 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:

1. Upon the 7th anniversary date of employment, and each year thereafter in which the employee receives a satisfactory or above performance evaluation rating, on their anniversary date, a full-time employee with the City of Ukiah will receive \$1,000.
2. Upon the 12th anniversary date of employment, and each year thereafter in which the employee receives a satisfactory or above performance evaluation rating, on their anniversary date, a full-time employee with the City of Ukiah will receive \$2,500.
3. Upon the 20th anniversary date of employment, and each year thereafter in which the employee receives a satisfactory or above performance evaluation rating, on their anniversary date, a full-time employee with the City of Ukiah will receive \$3,500.

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

Educational Incentive Pay

The City will pay compensation to employees for completing educational courses, certificates and degrees, which enhance their ability to do their job as follows (MOU 2022-2025):

1. An educational incentive premium of 2.5% will be paid to employees in the rank of Ambulance Operator, Firefighter, Driver Operator, Captain, or Fire Marshal who obtain

an Associate'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.

2. An educational incentive premium of 2.5% will be paid to employees in the rank of Battalion Chief who obtain 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. The 2.5% and 2.5% educational incentives shall not be combined.

The Parties agree that this educational incentive premium is special compensation per Title 2 of the California Code of Regulations, section 571 and 571.1.

Paramedic Premium Pay

Employees in the rank of Firefighter, Driver Operator, Captain, Fire Marshal or Battalion Chief who are licensed by the State of California as an EMT-P (paramedic) will receive an additional 10% of their base monthly salary as compensation. These employees may be assigned to act as paramedics and may augment the normal assignment on a fire apparatus. (MOU 2022-2025)

The Parties agree that this paramedic premium is special compensation per Title 2 of the California Code of Regulations, section 571 and 571.1.

Special Assignment/Premium Pay

1. Bilingual Premium

The City will pay compensation to employees who are routinely and consistently assigned to positions requiring communication skills in Spanish and American Sign Language (ASL) as follows (MOU 2022-2025):

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 5% of their base monthly salary as compensation for the additional responsibilities. Association members 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 3% of base monthly salary as compensation for the additional responsibilities. The 5% pay and 3% pay shall not be combined and 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.

The Parties agree that this bilingual premium is special compensation per Title 2 of the California Code of Regulations, section 571 and 571.1.

2. Fire Instructor Premium

The City will provide compensation to employees who obtain Fire Instructor certification as follows (MOU 2022-2025):

- **Fire Instructor II** – Employees in the rank of Firefighter, Driver Operator, Captain, Fire Marshal or Battalion Chief who maintain Instructor II certification for at least 5 classes, as approved by the Chief, will receive 2.5% of their base monthly salary as compensation for additional responsibilities. Employees must qualify through an FTO-type process determined by the Chief, and be available to instruct classes as assigned and scheduled by the department.
- **Fire Instructor III** – Employees in the rank of Firefighter, Driver Operator, Captain, Fire Marshal or Battalion Chief who maintain Instructor II certification for at least 5 classes and Instructor Trainer certification for at least 3 classes, as approved by the Chief, will receive 5% of their base monthly salary as compensation for additional responsibilities. Employees must qualify through an FTO-type process determined by the Chief, and be available to instruct classes as assigned and scheduled by the department. The 2.5% and 5% pay shall not be combined.

The Parties agree that this Fire Instructor premium is special compensation per Title 2 of the California Code of Regulations, section 571 and 571.1.

3. Fire Investigator Premium

Employees in the rank of Firefighter, Driver Operator, Captain, or Battalion Chief who are formally assigned as a Fire Investigator by the Chief, shall receive a 2% premium when scheduled to work and as evidenced on employee's authorized timecard. The Chief may authorize up to 2 employees per shift to receive the Fire Investigator premium. This premium applies to the Fire Marshall at all times. (MOU 2022-2025)

The Parties agree that this Fire Investigator premium is special compensation per Title 2 of the California Code of Regulations, section 571 and 571.1.

4. Haz Mat Technician/Specialist Premium

Employees in the rank of Firefighter, Driver Operator, Captain, Fire Marshal or Battalion Chief who are assigned by the Chief and qualify as a Haz Mat Technician shall receive an additional 1% of their base monthly salary as compensation. Those assigned by the Chief and qualify as a Haz Mat Specialist shall receive an additional 2% of their base monthly salary as compensation. The 1% and 2% pay shall not be combined. (MOU 2022-2025)

Employees receiving this premium must complete 24 hours of specific hazardous materials training annually, and maintain at least 80% attendance at all regularly scheduled REHIT meetings and trainings; and be available for response/callback.

The Parties agree that this Haz Mat premium is special compensation per Title 2 of the California Code of Regulations, section 571 and 571.1.

5. Swiftwater Rescue Technician Premium

Employees in the rank of Firefighter, Driver Operator, Captain, Fire Marshal or Battalion Chief, who maintain the core competencies and training to qualify as a Swiftwater Rescue Technician, shall receive an additional 1% of their base monthly salary as compensation. (MOU 2022-2025)

The Parties agree that this Swiftwater Rescue Technician premium is not special compensation per Title 2 of the California Code of Regulations, section 571 and 571.1.

6. Volunteer Coordinator Premium

The City will pay a \$100 per month premium to up to one person, assigned by the Chief, to coordinate the Volunteer Firefighter Program. The responsibilities include, coordinating interviews and intake of volunteer applicants, as well as scheduling physical examinations and livescans; issues, inspects, and tracks volunteer PPE; and tracks volunteer attendance records, drills, and calls.

The Parties agree that this Volunteer Coordinator premium is not special compensation per Title 2 of the California Code of Regulations, section 571 and 571.1.

Military Service Credit as PERS Public Service

PERS-eligible employees may elect to purchase up to 4 years of service credit for any continuous active military or merchant marine service prior to employment. The employee 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. Interested employees should contact the Personnel Department or CalPERS for more information. (MOU 1998-2000)

Tobacco Use

After June 1, 1985, as a condition of employment, any person hired in this Association must be a non-user of tobacco products in any form and shall refrain from smoking tobacco or any other substances. All employees hired before June 1, 1985, will be grandfathered relative to this condition.

Unwritten Past Practice

The City understands and agrees that certain provisions in previous MOU's may have been revised over time by current practice. These items will be discussed by the Association and the City for purposes of the Comprehensive MOU, but must be agreed upon by both parties to be included in the document and honored.

Employee Qualifications

All Association personnel are required to maintain the qualifications of their positions and immediately notify the Fire Chief of any change in the status of their required licenses, certificates, or physical abilities.

Comprehensive Memorandum of Understanding

The City and Association agree to complete a comprehensive (single document) Memorandum of Understanding incorporating all current and previous agreements currently applicable to the Association during the term of this contract. (2022-2025 MOU)