

MEMORANDUM OF UNDERSTANDING

Between
The City of Ukiah
And
Ukiah Professional Fire Fighters Association

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Ukiah (“City”) and the Ukiah Professional Fire Fighters Association (“Association”) (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. RECOGNITION

The City recognizes the Association, which is acknowledged to be affiliated with the Ukiah Professional Fire Fighters 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:

Emergency Medical Technician (EMT)
Paramedic (EMT-P)
Firefighter/EMT
Firefighter/EMT-P
Driver Operator
Driver Operator/EMT-P
Fire Captain
Fire Captain/EMT-P
Fire Marshal
Fire Battalion Chief
Fire Battalion Chief/EMT-P
Fire Fuels Crew Superintendent
Fire Fuels Crew Squad Boss
Fire Fuels Crew Member

2. TERM

The term of this MOU shall be from September 19, 2025, through September 18, 2028.

3. SALARY

Year-1 Salary Step Addition

Effective the first full pay period following ratification of this MOU, the City shall add a new top step to the unit's salary schedule. Notwithstanding the realignment provision, this additional step will generally be set at five percent (5%) above the current highest salary step for the following classifications:

Firefighter/EMT
 Firefighter/EMT-P
 Driver Operator
 Driver Operator/EMT-P
 Fire Captain
 Fire Captain/EMT-P
 Fire Marshal
 Fire Battalion Chief
 Fire Battalion Chief/EMT-P
 Fire-Fuels Crew Member
 Fire-Fuels Squad Boss
 Fire-Fuels Crew Superintendent

Notwithstanding the realignment provisions and in recognition of recent equity and recruitment-related adjustments, the additional step will generally be set at two and one-half percent (2.5%) above the current highest salary step for the following classifications:

Paramedic (EMT-P)

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.

Realignment Provision

All realignment provision adjustments are reflected in the revised salary schedule for Year 1 attached and incorporated into this MOU.

1. The following classifications will be realigned to with their historical corresponding classifications:
 - a. Realign Fire-Fuels Crew Member with Parks Service Worker I classifications and salary schedule. Effective with the first full pay period following ratification of this MOU, all members of the Fire-Fuels Crew Member classification will be moved up to the next corresponding step in the realigned

salary schedule to ensure no loss in salary. Members shall continue to progress in accordance with existing step-advancement policies on their regular anniversary date.

- b. Realign Fire-Fuels Squad Boss with Parks Lead Worker classifications and salary schedule. Effective with the first full pay period following ratification of this MOU, all members of the Fire-Fuels Squad Boss classification will be moved up to the next corresponding step in the realigned salary schedule to ensure no loss in salary. Members shall continue to progress in accordance with existing step-advancement policies on their regular anniversary date.

2. The following classifications will be realigned to market:

- a. Effective with the first full pay period following ratification of this MOU, the single role Emergency Medical Technician (EMT) salary schedules shall be adjusted down by 10% to be aligned with market. All existing staff members will be moved to the new corresponding step matching their existing salary and continue to progress in accordance with existing step-advancement policies on their regular anniversary date.

The Emergency Medical Technician (EMT) salary schedules will maintain Steps 0 through 4 in Years 1 through 3. This is in an effort to further Y-rate the classifications to market alignment.

3. The following classifications will be realigned for internal and market equity:

- a. Effective with the first full pay period following ratification of this MOU, the Firefighter/EMT salary schedule shall be adjusted by .74% to align the Firefighter/EMT-P with the equivalency of the 2912-hour work schedule compensation (annual+OT) of the single role Paramedic.
- b. Effective the first full pay period following ratification of this MOU, the Driver Operator/EMT salary schedule shall be adjusted to a two-step differential above the Firefighter/EMT classification (Driver Operator/EMT Step 0 will be set equivalent to Step 2 Firefighter/EMT).
- c. Effective the first full pay period following the ratification of this MOU, the Captain/EMT salary schedule shall be adjusted to a three-step differential above the Driver Operator/EMT classification (Captain/EMT Step 0 will be set equivalent to Step 3 Driver Operator/EMT).
- d. Effective the first full pay period following the ratification of this MOU, the Battalion Chief/EMT salary schedule shall be adjusted to a three-step differential above the Captain/EMT classification (Battalion Chief/EMT Step 0 will be set equivalent to Step 3 Captain/EMT).

- e. Effective the first full pay period following the ratification of this MOU, the Fire Marshal salary schedule shall be equivalent to the Captain/EMT classification.

Year-2 Salary Step Addition

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 the following unit classifications:

Firefighter/EMT
 Firefighter/EMT-P
 Driver Operator
 Driver Operator/EMT-P
 Fire Captain
 Fire Captain/EMT-P
 Fire Marshal
 Fire Battalion Chief
 Fire Battalion Chief/EMT-P
 Fire-Fuels Crew Member
 Fire-Fuels Squad Boss
 Fire-Fuels Crew Superintendent

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%).

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:

Paramedic (EMT-P)

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 step-advancement 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 to the unit's salary schedule for the following unit classifications:

Firefighter/EMT
 Firefighter/EMT-P
 Driver Operator
 Driver Operator/EMT-P
 Fire Captain
 Fire Captain/EMT-P
 Fire Marshal
 Fire Battalion Chief
 Fire Battalion Chief/EMT-P
 Fire-Fuels Crew Member
 Fire-Fuels Squad Boss
 Fire-Fuels Crew Superintendent

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%).

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:

Paramedic (EMT-P)

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 step-advancement 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.

4. HOLIDAYS

The City of Ukiah recognizes the following holidays:

<u>DATE</u>	<u>HOLIDAY</u>
January 1	New Year's Day
3rd Monday, January	Martin Luther King, Jr. Birthday

3rd Monday, February	President's Day (Washington's Birthday)
Last Monday, May	Memorial Day
June 19	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

1. Public Safety Employees Who Work Without Regard to Holidays:

The following permanent full-time classifications assigned to a 56-hour work period shall be paid for fourteen (14) holidays per year in lieu of days off:

Firefighter/EMT
 Firefighter/EMT-P
 Driver Operator
 Driver Operator/EMT-P
 Fire Captain
 Fire Captain/EMT-P
 Fire Battalion Chief
 Fire Battalion Chief/EMT-P

Public Safety personnel assigned to a 56-hour work period, which must be staffed each day of the week, are not granted official City Holidays as days off with pay. In lieu thereof, they shall receive one day of holiday credit (11.2 hours) for each official holiday. These additional hours shall be paid over twenty-six (26) pay periods in the year and shall be in addition to other regular compensation. This pay shall be calculated as follows: $(11.2) \text{ hours} * (14) \text{ holidays} / 2912 = 5.4\%$. These payments are intended to be reportable to CalPERS as special compensation under 2 CCR§ 571(5). Holiday pay will be factored into the regular rate for purposes of calculating FLSA overtime.

To be eligible for holiday in lieu pay, the employee must be in paid status on both their regularly scheduled workday before and their regularly scheduled workday after the holiday.

2. Single-Role, Non-Public Safety Employees Who Work Without Regard to Holidays:

The following permanent full-time classifications assigned to a 40-hour or 56-hour work period are entitled to holiday pay:

Emergency Medical Technician (EMT)
Paramedic (EMT-P)

Single-Role employees assigned to a 40 or 56-hour work period, which must be staff each day of the week, are not granted official City Holidays as days off with pay. These employees are entitled to additional straight time compensation for every holiday that they are employed with the City. Straight time or straight hourly rate is defined as base hourly rate plus eligible premium pays. Compensation will be paid in the pay period in which the holiday occurs. The holiday pay formula for each holiday will be based on the employee's straight hourly rate multiplied by 11.2 hours for employees working a 56-hour work period and 8 hours for employees working a 40-hour work period. Holiday pay under this section is intended to comply with the exclusion for pay for periods when no work is performed, as set forth in 29 C.F.R. § 778.218 and will not be factored into the regular rate of pay for FLSA overtime.

To be eligible for holiday pay, the employee must be in paid status on both their regularly scheduled workday before and their regularly scheduled workday after the holiday.

3. Employees Not Regularly Scheduled to Work Holidays:

Permanent full-time employees assigned and working a 40-hour period and not regularly scheduled to work holidays shall observe holidays as paid days off and shall be compensated as part of their current salary. Employee scheduled on a holiday shall receive 8 hours holiday pay.

To be eligible for the holiday paid day off, the employee must be in paid status on both their regularly scheduled workday before and their regularly scheduled workday after the holiday.

5. VACATION ACCRUAL

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

1. Classifications assigned to a 56-hour workweek schedule:

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

Years of Service	Hours Earned Per Pay Period	Maximum Accrual (2x annual accrual)
0-3	5.6 Hours	291.2Hours
4-8	6.5 Hours	338.0 Hours
9-15	8.6 Hours	447.2 Hours
16-19	9.5 Hours	494.0 Hours
20 plus	11.2 Hours	582.4 Hours

Transitional Vacation Accrual - Existing 56-hour Workweek Employees

Notwithstanding the maximum accrual limits set forth above, existing 56-hour workweek employees whose vacation balances exceed the new maximum accrual limits as of the effective date of this MOU shall be permitted to maintain such excess balances, without loss of time or accrual, for the duration of this MOU.

Employees with vacation balances above the new maximum accrual limits shall bring their balances into compliance with the new limits during the term of this MOU by using vacation and/or utilizing the vacation cash-out provisions provided in this MOU.

Effective September 19, 2028, no additional vacation accrual shall be allowed above the applicable maximum accrual limits. Employees at or above the maximum accrual limit shall not accrue additional vacation until their balance has been reduced below the applicable maximum.

2. Classifications assigned to a 40-hour workweek schedule:

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

Years of Service	Hours Earned Per Pay Period	Maximum Accrual (2x annual accrual)
0-3	4.0 Hours	208.0 Hours
4-8	4.7 Hours	244.4 Hours
9-15	6.2 Hours	322.4 Hours
16-19	6.8 Hours	353.6 Hours
20 plus	8.0 Hours	416.0 Hours

Conversion: In the event an employee is transferred between a 56-hour workweek schedule and a 40-hour workweek schedule, 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 40-hour workweek assignment from a 56-hour workweek assignment and will be multiplied by 1.4 if he or she is transferred to a 56-hour workweek assignment from a 40-hour workweek assignment.

6. VACATION BUY BACK

All full-time, permanent unit members may cash out one (1) week vacation equivalent to their current assigned work period (i.e. 40 hours or 56 hours), not to exceed two (2) times per fiscal year, to be cashed out at the straight time equivalent payment of the employee's current salary on an hour-for-hour basis. To be eligible, the employee must have a remaining vacation balance of at least one hundred twenty

(120) hours for 40-hour work period assigned employees and at least one hundred and sixty-eight (168) hours for 56-hour work period assigned employees after the cash out. Approval of cashout requests is subject to the City's payroll processing timelines and applicable administrative procedures.

7. Association members may accrue a maximum of 72 hours of compensatory time off (CTO). Employees may buy out up to 48 hours of CTO two (2) times per fiscal year, at the employee's applicable hourly rate (56-hour or 40-hour), based on their assigned schedule at the time of the buy-out.

8. OVERTIME AND SHIFT REPLACEMENT – 40/56-HOUR SCHEDULE CONVERSION

1. 56-hour employee covering a 40-hour position:

When an employee assigned to a fifty-six (56) hour workweek voluntarily works overtime or shift replacement to cover an absence in a forty (40) hour position, they shall be paid at one and one-half (1.5) times their regular rate, multiplied by a 1.4 conversion factor for each hour worked.

2. Limitations:

A fifty-six (56) hour employee shall not receive overtime or shift replacement pay using the forty (40) hour conversion rate when performing work that is part of their regular suppression line duties. This includes, but is not limited to, promotional interview boards, suppression or EMT training, light duty, and special projects or committees.

3. 40-hour employee covering a 56-hour position:

When an employee assigned to a forty (40) hour workweek voluntarily works overtime or shift replacement to cover an absence in a fifty-six (56) hour position (including Strike Team or OES assignments), they shall be paid at one and one-half (1.5) times their regular rate, divided by a 1.4 conversion factor for each hour worked.

9. PARAMEDIC CLASSIFICATIONS

The Parties agree to eliminate paramedic premium pay from the MOU in exchange for creating new classifications that will have the below paramedic-related minimum qualifications and adding what was paramedic premium pay to the base pay for the classifications which require paramedic licenses and attendant accreditations. The classifications Paramedic, , Firefighter-Paramedic, Driver Operator-Paramedic, Fire Captain-Paramedic, and Fire Battalion Chief-Paramedics (hereinafter "Paramedic Classifications") and all are subject to the following minimum qualifications:

1. To work in a Paramedic Classification, an applicant must obtain and maintain licensure by the state of California as an EMT-P (paramedic), accreditation by the Local Emergency Medical Services Agency (LEMSA), and the accreditation by the Ukiah Valley Fire Authority ("UVFA") by passing a five-call examination proctored by the UVFA Fire Chief or designee.

- a. Interns hired to be Firefighter/Paramedics (1) Obtain their state paramedic license, (2) complete the LEMSA approved accreditation process, and (3) complete the UVFA accreditation process, during the length of their internship.
 - b. New hires that have an EMT-P license upon hire must complete the UVFA five-call examination and receive LEMSA accreditation during their new-employee orientation period. The Fire Chief or designee may choose to extend the period of time for new hires with a prior EMT-P license to obtain LEMSA accreditation upon a showing of good cause.
 - c. Should a current employee seek promotion to a Paramedic Classification, such employee must meet all requirements (EMT-P license, LEMSA Accreditation, and UFVA five-call examination) prior to promotion.
2. Firefighters, Driver Operators, Fire Captains and Fire Battalion Chiefs currently receiving Paramedic Premium Pay, will be promoted into their respective new classifications (e.g. Firefighter to Fighter-Paramedic; Driver Operator to Driver Operator-Paramedic, etc.) as of the effective date of this Agreement. Such legacy paramedic-licensed employees will not be subject to the above requirements in their newly promoted classifications, although they must continue to be licensed by the State of California (EMT-P license) and accredited by the LEMSA as minimum qualifications of their position.
 3. The Association and the City acknowledge the City has statutory and regulatory reporting requirements to the Local Emergency Medical Services Agency and the California Emergency Medical Services Authority regarding paramedic licensees.

The Parties recognize and agree that the newly created Paramedic Classifications (Firefighter-Paramedic, Driver Operator-Paramedic, Fire Captain-Paramedic, and Battalion Chief-Paramedic) will receive pay on the salary schedule that is 10% higher than the non-paramedic classification equivalent. Existing employees currently receiving the Paramedic Premium will be placed on their previously achieved step in the newly created classification (e.g. a Step 2 Firefighter currently receiving a Paramedic Premium will be placed at Step 2 in the Firefighter-Paramedic classification).

10. PARAMEDIC PRECEPTOR PREMIUM

The Fire Chief may assign paramedic preceptor duties and responsibilities to a qualified paramedic for the purpose of licensing and accrediting a paramedic trainee/intern, a newly hired/promoted paramedic, or evaluating the proficiency of an existing paramedic.

Employees designated as a Paramedic Preceptor shall receive a premium of five percent (5%) of their base hourly rate only for hours directly performing Paramedic Preceptor duties and monitoring an assigned employee, as indicated and approved on submitted timesheets. All other hours worked shall be compensated at the employee's regular rate of pay and in accordance with the other provisions of this MOU.

Paramedic Preceptors serve at the sole discretion of the Fire Chief, and such assignments may end at any time for performance, disciplinary, or operational reasons, or upon completion of the assigned preceptor period. To be eligible for assignment, Paramedic Preceptors must meet and maintain the minimum qualifications established by the Ukiah Valley Fire Authority and the Local Emergency Medical Services Agency (LEMSA).

The Parties agree that the Paramedic Preceptor Premium is not special compensation under the PERL and CalPERS' regulations and guidance and shall not be reported as such.

11. FIRE INVESTIGATOR PREMIUM

Employees in the rank of Firefighter, Driver Operator, Captain, Fire Marshal, or Battalion Chief who are formally, routinely, and consistently assigned as a Fire Investigator by the Chief, receive an additional incentive premium of 2% of their base monthly salary as compensation for additional responsibilities.

To be eligible for assignment, employee must meet and maintain all required certifications and meet the minimum core competencies established by the Ukiah Valley Fire Authority. The employee must be reasonably available for assignment and available for court appearances on scheduled days off. The Fire Investigator premium may be discontinued at any time for failure to meet core competencies and required certifications; performance; lack of availability; disciplinary; or operational reasons.

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

12. TECHNICAL RESCUE TEAM PREMIUM

Employees in the rank of Firefighter, Driver Operator, Captain, or Fire Marshal may be assigned to the Ukiah Valley Fire Authority Technical Rescue Team (TRT). Employees who are assigned by the Chief and qualify as Technical Rescue Specialist shall receive an additional incentive premium of three percent (3%) of their base monthly salary as compensation. Employees assigned to the Technical Rescue Team (TRT) shall be eligible for additional incentive pay of one percent (1%) for each of the following certifications they obtain and maintain: Structural Collapse Specialist I and Structural Collapse Specialist II. Employees assigned to the Technical Rescue Team (TRT) may receive the three percent (3%) TRT premium and, in addition, one percent

(1%) for Structural Collapse Specialist I and one percent (1%) for Structural Collapse Specialist II, for a maximum combined TRT incentive of five percent (5%).

Employees in the rank of Battalion Chief assigned by the Chief to the TRT and qualify as Technical Rescue Specialist shall receive a maximum incentive premium of 3% and must obtain the Structural Collapse Specialist I & II Certifications within 2 years of assignment.

Technical Rescue Specialist Required Certifications (3% Incentive Premium):

- Swiftwater & Flood Rescue Technician (SRT)
- Rope Rescue Technician
- Confined Space Technician
- Trench Rescue Technician

Additional Certifications:

- Structural Collapse Specialist I Certification (1% Incentive Premium)
- Structural Collapse Specialist II Certification (1% Incentive Premium)

Certification equivalents may be approved at the discretion of the Fire Chief and shall include, at a minimum, the core competencies required of the substituted certification.

Employees serve on the TRT at the sole discretion of the Fire Chief, and such assignments may be discontinued at any time for the following: failure to meet and maintain core competencies and required certifications; performance; lack of availability; disciplinary; or operational reasons. Employees receiving this premium must maintain all required certifications; complete 24 hours of approved technical rescue training annually; maintain a minimum 80% attendance at all regularly scheduled Ukiah Valley Fire Authority Technical Rescue Team meetings and trainings; and be reasonably available for response/call-back.

The Parties agree that the Technical Rescue Team Premium is not special compensation under the PERL and CalPERS' regulations and guidance and shall not be reported as such.

13. Swiftwater Rescue Technician Premium (Grandfathered)

Employees in the rank of Firefighter, Driver Operator, Captain, Fire Marshal, or Battalion Chief who, immediately prior to the effective date of this MOU, were receiving the Swiftwater Rescue Technician premium and who maintain the core competencies and training required to qualify as a Swiftwater Rescue Technician, shall continue to receive an additional one percent (1%) of their base monthly salary as compensation.

Effective upon the execution of this MOU, the Swiftwater Rescue Technician premium is closed to new participants and is replaced prospectively by the Technical Rescue Team (TRT) premium described above. Employees who continue to receive

the Swiftwater Rescue Technician premium shall not receive the TRT premium concurrently. An employee who transitions from the Swiftwater Rescue Technician premium to the TRT premium shall permanently forfeit eligibility for the Swiftwater Rescue Technician premium and may not reinstate it thereafter.

The Parties agree that the Technical Rescue Team Premium is not special compensation under the PERL and CalPERS' regulations and guidance and shall not be reported as such.

14. HAZARDOUS MATERIALS TEAM (HAZMAT) PREMIUM

Employees in the rank of Firefighter, Driver Operator, Captain, or Fire Marshal may be assigned to the Ukiah Valley Fire Authority Hazardous Materials (HazMat) Team. Employees who are assigned by the Chief and qualify as a Hazardous Materials Technician shall receive an additional incentive premium of 3% of their base monthly salary as compensation. Those assigned by the Chief and qualify as a Hazardous Materials Specialist/Assistant Safety Official shall receive an incentive premium of 5% of their base monthly salary as compensation. The 3% and 5% HazMat premiums are mutually exclusive and shall not be combined.

Employees in the rank of Battalion Chief assigned by the Chief to the HazMat Team and qualify as Hazardous Material Specialist/Assistant Safety Official shall receive an incentive premium of 2%.

Hazardous Materials Technician Certifications:

- CalOES/CSTI Certified Hazardous Materials Technician Certification inclusive of Modules A (Basic Chemistry), B (Applied Chemistry), C (Incident Considerations), and D (Tactical Field Operations)

Hazardous Materials Specialist and Assistant Safety Official Certifications:

- All Certifications for Hazardous Materials Technician
- CalOES/CSTI Certified Hazardous Materials Specialist Certification inclusive of Modules F (Specialized Mitigation Techniques) and G (Advanced Field Operations)

Employees serve on the HazMat Team at the sole discretion of the Fire Chief, and such assignments may be at any time for the following: failure to meet and maintain core competencies and required certifications; performance; lack of availability; disciplinary; or operational reasons. Employees receiving this premium must maintain all required certifications; complete 24 hours of approved hazardous materials training annually; and maintain a minimum 80% attendance at all regularly scheduled Redwood Empire Hazardous Incident Team (REHIT) and Ukiah Valley Fire Authority HazMat Team meetings and trainings; pass an annual City-paid HazMat physical; and be reasonably available for response/call-back.

Employees receiving this premium are routinely and consistently either exposed to toxic, radiologic, explosive, or other hazardous substances, or perform hazardous activities to implement health and safety activities.

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

15. WORKING OUT OF CLASSIFICATION

Association members, in good standing, who are formally assigned to perform the duties of Acting Driver Operator, Acting Fire Captain, or Acting Duty Chief shall receive acting pay when those duties are performed for more than six (6) hours within a twelve (12)-hour half-shift. Employees shall be compensated at either five percent (5%) above their base rate of pay or at Step 0 of the higher classification, whichever is greater.

If an Association member works in an acting capacity for more than six (6) but less than twelve (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.

Association members, in good standing, who are formerly assigned to perform the duties of Fire-Fuels Squad Boss or Fire-Fuels Crew Superintendent shall receive acting pay when those duties are performed for a full ten (10) hour shift. Employees shall be compensated at either five percent (5%) above their base rate of pay or at Step 0 of the higher classification, whichever is greater.

Subject to the PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation only when the employee: (1) is a Classic member, (2) has completely taken over the duties and responsibilities of the upgraded position; and (3) is relieved of the duties of their regular position while working in the in the upgraded position.

16. BEREAVEMENT LEAVE

In the event of a death in an employee's immediate family, employees assigned to a 56-hour work schedule shall be granted up to two (2) shifts off with pay. Employees assigned to a 40-hour work schedule will be granted up to three (3) consecutive workdays off with pay.

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.

17. PROBATIONARY PERIOD

Newly hired employees shall serve a probationary period of eighteen (18) months. Employees promoted to a new position shall serve a probationary period of twelve (12) months.

During this period, the employee and the City can evaluate each other to determine if employment should continue. The probationary period is used to closely observe work. It may be extended by the Fire Chief for up to six (6) additional months if your performance warrants it. Employees may be terminated during the probationary period at any time without approval of the Civil Service Board, without cause, and without the right of appeal.

A promoted employee has the right to be reassigned to his/her original position during the probationary period.

Within four weeks of the conclusion of the probationary period, and at any time during the probationary period, employee may receive a performance evaluation. These evaluations provide an opportunity to assess performance to date, evaluate on-the-job skills, and determine ongoing relationship with the City.

Regardless of classification status or length of service, employees are expected to meet and maintain City standards for job performance and behavior throughout employment with the City.

Newly hired employees shall not be eligible to use vacation leave during their eighteen (18)-month probationary period, unless the vacation was pre-planned prior to hire and/or expressly authorized by the Fire Chief.

Probationary employees may use sick leave as needed in accordance with City policy and applicable law.

18. REMOVE PERS SICK LEAVE CONVERSION

The parties agree to remove the PERS Sick Leave Conversion provision from the MOU.

19. REMOVE VOLUNTEER COORDINATOR PREMIUM

The parties agree to remove the Volunteer Coordinator Premium provision from the MOU, as the provision is no longer in active use.

20. BI-ANNUAL MEETINGS

The City Manager, or designee, and the Director of Human Resources, or designee, and the Fire Chief, or designee, shall meet on a bi-annual basis with up to three (3) representatives of the Association, one being the President and the others appointed by the Association. The purpose of said meetings is to discuss employee relations

matters and not conduct Meet and Confer sessions. The meetings shall be scheduled and facilitated by the City's Human Resources Department.

21. RESPONSE TIME

Permanent full-time dual-role classifications and Fire Fuels Crew classifications hired after the ratification of this agreement shall maintain a primary residence within forty-five (45) minutes of the Ukiah Civic Center, as measured under ordinary driving conditions. Such employees shall have up to twelve (12) months from date of hire to comply with this requirement and shall maintain compliance thereafter as a condition of continued employment, except that the City Manager may approve a temporary exception for good cause for a limited period of time.

Employees who are in a single-role position at the time of ratification and subsequently convert to a dual-role position shall not be subject to the response time requirement set forth in this provision.

In the event the City experiences demonstrable recruitment or retention difficulties attributable to the response time requirement set forth in this provision, the City or the Association may request to reopen this provision. Upon such request, the parties agree to meet and confer in good faith regarding potential modifications.

22. ONGOING ADMINISTRATIVE REVIEW AND COMPREHENSIVE MOU

The parties recognize that certain provisions of this MOU may become outdated, redundant, or inconsistent with current laws, regulations, City policies, or the addition of new classifications. 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.

The parties further acknowledge that some relevant information and provisions pertaining to newly added classifications were not able to be addressed during this negotiation cycle. The parties agree that these classifications and any related MOU provisions shall be reviewed and incorporated as part of the administrative clean-up process prior to the next negotiation cycle, with the objective of producing a fully updated, comprehensive MOU document at the conclusion of that process.

23. 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 15th day of April 2026.

CITY OF UKIAH

FIRE UNIT



Sage Sangiacomo, City Manager



Anthony Selvitella, Limited-Term Fire Captain

9.19.25-9.18.28 Fire Unit MOU_Final

Final Audit Report

2026-05-21

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