

## FIRE UNIT CLASSIFICATION LIST

Fire Captain  
Fire Division Chief  
Fire Engineer  
Firefighter/EMT

## 6.02 FIRE UNIT

### Term

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

### Salary

**YEAR 1:** Effective retroactively to the first full pay period following September 19, 2015, restoration to base salary of the 2013 5% concession.

**YEAR 2:** The equivalent of 2.5% of base salary will be added to monthly flex dollars to all members employed as of the date of adoption of this Agreement, effective the first full pay period following September 19, 2016, unless the local economic benchmark – consisting of total revenue collected for property tax, sales tax and transient occupancy tax – falls below the combined total for the past audited Fiscal Year of 2014/15. Should the audited revenues fall below the benchmark, the increase will revert to the CPI calculation of the average of U.S. City and SF-Oakland-San Jose figures for April, to a maximum of 2.5%. In no case shall this result in a decrease in compensation.

**YEAR 3:** The equivalent of 2.5% of base salary will be added to monthly flex dollars to all members employed as of the date of adoption of this Agreement, effective the first full pay period following September 19, 2017, unless the local economic benchmark – consisting of total revenue collected for property tax, sales tax and transient occupancy tax – falls below the combined total for the past audited Fiscal Year of 2014/15. Should the audited revenues fall below the benchmark, the increase will revert to the CPI calculation of the average of U.S. City and SF-Oakland-San Jose figures for April, to a maximum of 2.5%. In no case shall this result in a decrease in compensation.

### Cost Sharing Agreement

For FY 2013-14 and FY 2014-15, the Unit agreed to concessions and the City agreed to restore and refund an amount equivalent to a portion of revenue if actual revenues exceed adopted budgeted revenues in the General Fund according to the formula listed in the sections below. Given that the formula is based on fiscal year audited revenues, the provisions of this section shall remain in full effect beyond the two year term of this agreement until the audit is completed and available for the purposes of implementing this section of the MOU. The total salary concession on an annual basis for this Unit is \$44,199.

This provision provides for the restoration and refund of the concession amount should the total audited revenues of each fiscal year corresponding to the term of this agreement exceed the adopted budgeted revenues of the General Fund for Fiscal Year 2013-14 by \$100,000 or more.

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

EXAMPLE:

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

<sup>1</sup> Audited GF Revenue for the corresponding agreement year

<sup>2</sup> Base Year GF Revenue as identified in adopted the FY 13-14 Budget (\$14,375,555), Page ES-6

<sup>3</sup> GF Deficit as adopted in FY 13-14 Budget (\$978,894)

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

This language reflects the current 2013-14 Fiscal Year City of Ukiah budget methodology. If the City changes the way revenue is accounted, the Unit will be notified in writing and the City shall meet and confer with the Unit to develop equivalent methodology for determining General Fund revenue.

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

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

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

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

\* Rounded for purpose of illustration

**Year 1 – Example 2**

$$\frac{\$14,876,000 - \$14,376,000 = \$500,000}{\$978,894} = .5108 \text{ or } 51.08\% \text{ of Concession Restored } (\$16,933)$$

**Year 2 – Example 1**

$$\begin{array}{rcl} \$14,436,000 & - & \\ \$14,376,000 = \$60,000 & & \\ \hline & & = 0\% \text{ Concession} \\ & & \text{Restored} \\ & & \\ & & \$978,894 \end{array}$$

**Year 2 – Example 2**

$$\begin{array}{rcl} \$15,076,000 & - & \\ \$14,376,000 = \$700,000 & & \\ \hline & & = .7151 \text{ or } 71.51\% \\ & & (\$31,607) \text{ of} \\ & & \text{Concession restored,} \\ & & \text{which includes the} \\ & & \text{51.55\% in the Year 1} \\ & & \text{Example.} \\ & & \\ & & \$978,894 \end{array}$$

**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 Fire Unit and the City agree to implement all PEPRA provisions, and all applicable amendments thereto. Effective January 1, 2013 Fire Unit 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 six months.

**PERS Employee Member Contribution (2000-2002) MOU**

Employees in the Unit 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. (97-98)

## **Health Contribution & Flex Plan**

Effective upon ratification of this Agreement, and subject to the Fire Unit's agreement to terminate their PERS Health Plan Contract and convert to the REMIF health insurance plan effective 1-1-2017, for all new hires and those incumbent employees electing to do so, the City will pay a monthly health contribution of up to \$1,283.82 per month towards each Unit member's health insurance premiums, based upon actual enrollments, in lieu of the current "flex dollar" plan. Any temporary surcharge assessed by REMIF for "late enrollment" of the bargaining unit will be paid by the City. For incumbent employees electing "employee only" coverage, the City will pay the employee only premiums plus \$200.00 a month, not to exceed the \$1,283.82. Incumbent employees not electing this contribution will remain on the existing "flex" plan.

After July 1, 2016, Unit members not currently enrolled in the City's health plan may enroll in City health plans during the first or any Open Enrollment period, or qualifying event, during the term of this agreement. Once enrolled in the City's health plan, Unit members will no longer be eligible for the flex plan.

Upon ratification of this Agreement, all new hires will only be eligible for the health contribution up to \$1,283.82 per month, based upon actual enrollments and will not be eligible for the flex plan. For new hires electing "employee only" coverage, the City will pay the employee only premiums plus \$200.00 per month, not to exceed the \$1,283.82.

New hires and incumbent employees who have migrated to the monthly health contribution described herein who opt out of the City's health coverage will receive \$200.00 a month in lieu of such benefits.

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 a regular open enrollment period of the health plan.

## **Retiree Insurance**

An employee retiring with ten 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 Fire Unit agree to decrease Fire Unit employee's sick leave accrual from 24 hours per month to 18 hours per month. For calculation of sick leave service credit to Cal-PERS 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 Cal-PERS for additional service credit, in accordance with Cal-PERS reporting requirements. This change in accrual rate will not affect existing accrual balances. (2008-2010 MOU)

## **Sick Leave Accrual**

Effective upon adoption of the 2015-2018, and contingent upon the Fire Unit's agreement to terminate the PERS Health Plan and convert to the REMIF Health Plan on 1/1/2017 (Refer to "Health Contribution & Flex Dollars" Section), the current sick leave accrual rate will be decreased from 18 hours per month to 12 hours per month in accordance with industry standards as a resource for increasing the Unit's monthly health contribution.

All employees hired after the adoption of this Agreement 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 of \$1,283.82, in lieu of "flex dollars" will accrue Sick Leave at 12 hours per month. This is a one-time, non-reversible election.

## **Holidays**

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

<u>DATE</u>	<u>HOLIDAY</u>
December 31	½ day afternoon, New Year's Eve
January 1	New Year's Day
3rd Monday, January	Martin Luther King Birthday
3rd Monday, February	Washington's Day
Last Monday, May	Memorial Day
July 4	Independence Day
1st Monday, September	Labor Day
September 9	Admission Day
2nd Monday, October	Columbus Day
November 11	Veterans' Day
4th Thursday, November	Thanksgiving Day
4th Friday, November	Day following Thanksgiving
December 24	½ day afternoon, Christmas Eve
December 25	Christmas Day
Any	11.2 hours floating Holiday credit (added to vacation credit) (82-84 MOU)

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

Fire Division Chiefs: Upon pre-approval by their Department Head, any Fire Management Unit member who works on Columbus or Admissions Day holiday in order to accomplish work that is necessary to the Department, may exchange that holiday for another day in the week (Mgmt. 94-95).

## **Vacation Schedule**

Firefighters, Engineers & Captains: Vacation is earned and accrued hourly each pay period according to the following schedule (Note: this accrual includes credit for holiday hours indicated above)

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 Division Chiefs: Vacation is earned and accrued hourly each pay period according to the following schedule (Mgmt. 2004-05)

Years of Service	Hours Earned Per Pay Period	Maximum Accrual
0 – 8	6.2 Hours	338.4 Hours
9 – 15	7.7 Hours	416.4 Hours
15 +	8.4 Hours	452.8 Hours

### Vacation Buy Back

Firefighters, Engineers & Captains: 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, or at the 40-hour rate if the employee has been assigned to a 40-hour position for a year or more, and shall be included in their regular pay check on the first pay date in December of each year. Employees shall submit a PAF to Payroll by November 15<sup>th</sup> for processing the following pay period. (2001-2005)

Fire Division Chiefs: Fire Management Unit members may cash out up to two (2) weeks of vacation when they are within two pay periods of reaching their maximum vacation accrual, limited to two (2) times per fiscal year. (Mgmt. 2003-04)

### Hours

Fire employee hours are assigned in 24 hour shifts and 56 hour work weeks. (76-78)

### 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. (96-97)

### Working Out of Class

- a. 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 Fire Engineer (2005-2008).
- b. Effective the first full pay period after adoption of the 2005-2008 Memorandum of Understanding, **Fire Engineers** will receive **\$35** per shift for performing the duties of Acting Fire Captain (2005-2008).
- c. 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 (2005-2008).

Fire Unit members who are formally assigned to perform the duties of Acting Fire Engineer, Acting Fire Captain, and Acting Duty Chief shall receive acting pay if they perform those duties for more than six hours during a half shift increment of twelve 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 a Unit member works in an acting capacity for more than six but less than 12 hours, he or she shall receive acting pay for the number of hours actually worked in that capacity. Only one Unit member may receive acting pay during the same 12-hour period for the same acting position. If more than one Unit member works in that capacity during such period, the Unit member who worked the most hours will receive acting pay. (97-98)

### **Call-Back**

Call-backs are paid at a three hour minimum at time-and-one-half pay. Should operational needs result in employees not being released within three hours, recalled employees will be compensated at time-and-one-half for actual hours worked beyond the first three 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 three-hour minimum at time-and-one-half pay (2001-2005).

### **Stand-by Pay**

Unit members shall receive \$35 per shift in a medic or driver stand-by duty capacity as assigned by the Deputy Fire 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**

Employees are eligible for longevity at the rate of 1% salary after seven years and an additional 2% of salary for a total of 3% salary after fourteen years service with the City of Ukiah. Any employee hired after November 1, 1991, shall not be eligible for longevity. (Fire 91-92)

### **Uniform Allowance**

Effective July 1, 2016 Unit members will receive their \$1,000.00/year uniform allowance on a bi-weekly basis as earned, or \$38.46 per pay period, subject to ordinary incomes taxes. While remaining a non-PERSable allowance, purchases must conform to the PERS Uniform Allowance standard for the purposes of defining use. The applied standard shall limit the allowance 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 and safety shoes.

It will be each Unit member’s responsibility to purchase and maintain their uniforms in a clean and orderly condition in accordance with the established departmental Standard Operating Procedures (SOP’s). Employees who do not adhere to the policies outlined in the MOU and/or SOP’s may be subject to discipline.

Uniform allowance shall not be paid to any employee who is absent for any consecutive 90-calendar day period due to sick leave, compensating time off, or any unpaid leave for the period of time in which the employee is absent. (82-84)

### **Overtime**

The City retains the right to assign overtime. All overtime must have prior approval before being worked (2001-2005). Shift employees shall receive overtime as follows:

1. For work between 204 and 218.25 hours in a designated 27 day work period, in accordance with FLSA regulations, non-exempt employees shall receive in addition to the regular rate of pay, one half times the regular hourly rate of pay, for each such hour actually worked.
2. For work in excess of 24 hours in a designated work shift, the employee shall receive one and one half times the regular rate of pay, for each such hour actually worked.
3. All 56-hour shift employees overtime pay will be calculated on a 56-hour base pay rate. The 40-hour overtime rate is eliminated effective the first full pay period following ratification of this contract (2001-2005).
4. Overtime will be charged in increments of one-half hour. (Fire 91-92)

## **FLSA Work Period**

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

## **Compensatory Time Off (CTO)**

Unit members may accrue a maximum cap of 72 CTO hours. (2005-2008) Employees may buy-out up to 48 hours of CTO two (2) times per fiscal year, at the 56 hour rate. (98-99)

## **Educational Incentive Program**

A. The main objective of the Educational/Training Incentive Program is to recognize training for advanced skills. These skills that are being recognized under this program should not be for payment under other incentive programs such as the paramedic licensure or haz-mat incentive.

B. For the intermediate certificate requirement, employees must obtain a California State Fire Marshal Firefighter II certification or Associates Degree.

C. For the advanced certificate requirement, employees must possess a California State Fire Marshal Fire Officer certification, complete the new Company Officer classroom requirements, or possess a Bachelor's Degree. Actual Certification of Company Officer is not required as long as all classes are successfully completed.

D. The program will include a continuing education requirement. Under these circumstances, the City would agree to:

1. Two and a half percent (2-1/2%) for the intermediate certificate and a total of seven and a half percent (7-1/2%) for the advanced certificate.
2. In order to maintain the intermediate and/or advanced certificate incentive pay, the employee must have a minimum of 50 documented training hours per fiscal year for the intermediate certificate, and an additional 50 documented training hours per fiscal year for the advanced certificate. The training hours for intermediate must be from topics within the California State Fire Marshall Firefighter I and Firefighter II. The training hours for the Advanced certificate must come from California State Fire Marshall Company Officer (or future equivalent) training topics.
3. Hours will be accumulated on a fiscal year basis. Acceptable documentation of training hours will consist of either standard training records provided by Ukiah Fire Department, training certification, or a certificate of training from a certified Instructor or Instructional Institution.

E. Members currently receiving the educational incentive for their Intermediate and/or Advanced Certificate under past MOU's will continue to receive incentive pay at their current level but will now be required to comply with the new continuing education requirements. Continuing educational requirements will be effective at the start of the new fiscal year in July 2016.

F. The completed educational incentive documentation will be submitted to the designated officer in charge of training, or the Fire Chief, at the end of each fiscal year for verification. The training officer may audit, or request further verification, documentation, or proof of training.

G. Members who are out on a City approved, protected leave, i.e. Family Medical Leave Act (FMLA), 4850, or approved leave of absence will have the required training hours prorated, based upon the certification level, for the period of time they were absent.

H. It is up to the individual employee to maintain their own training records and supporting documentation for submission and review by the designated training officer.

### **Specialty Pay**

- a. **Paramedic Stipend:** Unit members with Paramedic certificates shall receive \$325 per month, effective the first full pay period after adoption of this 2005-2008 Memorandum of Understanding (2005-2008).
- b. **HazMat Specialists:** Unit members who have completed the Hazardous Materials Program will be paid at \$125 per month. The number of "certified" Haz-Mat positions shall be determined by the Fire Chief (2013-15).
- c. **Bilingual Pay:** Any member of the Fire Units that can demonstrate a proficiency in reading, writing, and conversing in the Spanish language shall receive a flat rate per month pay differential of \$55. The City shall administer a written and oral test in order to determine the individual's proficiency level. (Addendum 10/93)

The City and the Fire Unit agree to amend the current Bilingual Incentive Pay provisions to recognize the difference in skill level between a basic level bilingual speaking firefighter and a fluent bilingual speaking firefighter. The language proficiency standards used for testing firefighters for Spanish speaking ability are based upon those established by the American Council for Teaching Foreign Language, as compiled for the City of Ukiah by an independent assessor. Firefighters successfully testing at a basic level in accordance with the Standards will receive \$75.00 per month incentive pay. Firefighters successfully testing at a fluent level will be eligible to receive \$125.00 per month incentive pay. (2015-2018 MOU)

### **Military Service Credit as PERS Public Service**

PERS eligible employees may elect to purchase up to four 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 Cal-PERS for more information. (1998-2000)

### **Tobacco Use**

After June 1, 1985, as a condition of employment, any person hired in this Unit 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 Fire Unit 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 Fire Unit 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.

## Work Schedule

The City agrees to implement, on a twelve (12) month trial basis, a work schedule commonly referred to as "48/96". Implementation of the twelve month trial period is targeted for July 1, 2006, but subject to the following:

- a. A written plan must be prepared and agreed to by the Fire Chief, City Manager, and the Ukiah City Firefighter's Association. This written plan must address all provisions and protocols including, but not limited to: residency, shift trades, overtime, call backs, leave accruals. Information received from comparably sized 1-station fire departments who have implemented the 48/96 schedule to be included.
- b. The written 48/96 Plan must be approved by all parties, prior to implementation.

## Re-Opener for Health Insurance

During the term of the agreement, by mutual consent, the City and the Unit may explore standardizing health, dental, and vision contributions for new hires. (2015-2018 MOU)

## INCLUSION OF FIRE DIVISION CHIEF POSITION IN THE FIRE MANAGEMENT UNIT

A petition was received on July 1, 2008 by the **Fire Division Chief** employees, formerly represented by the City of Ukiah Management Unit, to be granted recognition as the "**Fire Management Unit**" in all future negotiations. As such, the Fire Management Unit will receive the same benefits and wages as negotiated by the Firefighter's Association, Local 3686, from this date forward and will not negotiate separately on their own behalf regarding benefits and working conditions. The Management Unit has granted approval for the Fire Division Chief position to be removed from their bargaining unit.

Therefore, the **Fire Management Unit** has been deemed to be an appropriate unit, based upon Section 11.A.1-5 of the Employer-Employee Relations Resolution, including the following criteria: community of interest among employees (as it relates to the Firefighter's Association); the effect of the unit on the efficient operation of the City and sound employer-employee relations; and the extent to which employees have common skills, working conditions, job duties or similar educational requirements. Recognition is hereby granted by the Municipal Employee Relations Officer to the "Fire Management Unit" to represent the Fire Division Chiefs.

The Fire Division Chiefs will retain the wages and benefits previously negotiated in the Management Unit Memoranda of Understanding up to the date of this Addendum, as indicated above, including:

### **Merit Pay**

Effective the first full pay period following adoption of the 2015-2018 MOU, the City and the Unit agree to eliminate the 8% Merit Pay benefit, previously reported to PERS as "special compensation". In exchange, the City will roll the equivalent 8% into base salary for the Fire Division Chief salary classification, at no net increase in salary or PERS costs to the City.

### **Management Incentive Pay**

The City provides 15 days (120 hours) of Management Incentive Pay per fiscal year to Fire Management Unit personnel on July 1, on a non-accruing basis (2003-04). Management Incentive Pay can be taken as cash payment at straight time only. New and promotional employees shall be granted pro-rated Management Incentive Pay beginning the first full pay period following date of hire. (Memo 5/18/90; 92-94; 94-95; Addendum 95-96; 95-96; 6/20/06 Memo)

### **Duty Officer Pay**

The Fire Division Chiefs will rotate Duty Officer standby assignments and will be compensated the equivalent of 2-hours straight time for each 24-hour shift.

### **Overtime Pay for Extraordinary Duty**

Division Chiefs are exempt employees who are occasionally required to commit to catastrophic events that may span multiple operational periods. These types of events would include: floods, earthquakes, declared disasters, fires and prolonged emergency situations. These extraordinary events may be more than fifteen (15) hours in duration. Such service is considered "extraordinary" and is beyond the scope of their normal duties. The City of Ukiah intends to fairly compensate exempt classes of Unit employees at an overtime rate for work during such extraordinary events in order to protect life, property and the environment.

Overtime for such extraordinary time worked shall be defined as time worked in excess of ten (10) hours, Monday through Thursday, and any hours on Fridays, Saturdays, Sundays and Holidays. For Incidents of fifteen (15) hours or less there may be no overtime pay. If the duration of the response exceeds fifteen (15) hours, overtime pay shall cover the entire time of the extraordinary commitment, beginning at the time of initial dispatch from home base, to the time of return to home base. There shall be only one fifteen (15)-hour period from time of original dispatch, regardless of the number of assignments, until normal scheduled duties are resumed.

Overtime for such time worked by exempt classes of employees shall be compensated at one and one-half times the base hourly rate.

### **Uniform Allowance**

Effective July 1, 2016, the Fire Division Chief uniform allowance will increase from \$950.00/year to \$1,000.00/year, consistent with the City's other Public Safety labor groups. Uniform allowance will be paid on

a bi-weekly basis as earned, or \$38.46 per pay period, subject to ordinary incomes taxes. Purchases must conform to the PERS Uniform Allowance standard for the purposes of defining use. The applied standard shall limit the allowance 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 and safety shoes.

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