



BOARD OF DIRECTORS

*Nicole Johnson (Division 2) – President, Randy Mendosa (Division 3) – Vice-President,
Rene Campbell (Division 1) – Director, Elena David (Division 4) – Director,
David Rosen (Division 5) – Director*

Special Board Meeting

April 2, 2020

5:30 p.m.

Location: Remote Via Zoom

In order to meet the State required Shelter in Place mandate, this Special Board Meeting of the Board of Directors for the Arcata Fire Protection District will be held via remote access using Zoom.

You may join from a smart device or computer by copy and pasting this link into your web browser: <https://us04web.zoom.us/j/238165898>

Meeting ID: 238 165 898

AGENDA

1) CALL TO ORDER

2) ATTENDANCE AND DETERMINATION OF QUORUM

3) PUBLIC COMMENT

Any person may address the District Board on any subject pertaining to District business, which is not listed on the agenda. This comment is provided by the Ralph M Brown Open Meeting Act (Government Code § 54950 et seq.) and may be limited to three (3) minutes for any person addressing the Board. Any request that requires Board action may be set by the Board for a future agenda or referred to staff.

4) CONTINUED/OLD BUSINESS

There is no old business.

5) NEW BUSINESS

5.1 Approve Side Letter to the Memorandum of Understanding for the Senior Management Group Regarding Duty Chief Coverage

Attachment 1 – Side Letter

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6) ADJOURNMENT

Next Regular Board Meeting is scheduled for **April 14, 2020 at 5:30 pm. Arcata Station Classroom.**

Prepared by: *Becky Schuette, Clerk of the Board*

The Arcata Fire Protection District ("District"), in compliance with the Americans with Disabilities Act ("ADA"), individuals who require special accommodations to access, attend and/or participate in District board meetings shall make their request by calling (707)825-2000, no later than 5:00pm, in advance of the scheduled meeting date. In compliance with Government Code Section 54957.5, non-exempt writings that are distributed to a majority or all of the Board in advance of a meeting may be viewed at 2149 Central Avenue, McKinleyville, California or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact the Board Secretary, at (707) 825-2000.

The meeting agenda is posted at least 72 hours in advance of regular scheduled meetings, at the following locations:

- *District's Headquarters' Building, 2149 Central Avenue, McKinleyville, CA 95519*
- *Arcata Downtown Station, 631 9th Street, Arcata, CA 95521*
- *Mad River Station, 3235 Janes Road, Arcata, CA 95521*
- *The Arcata Fire Protection District website: www.arcatafire.org*

Date: April 2, 2020
To: Board of Directors, Arcata Fire District
From: Justin McDonald, Fire Chief
Subject: Approve Side Letter to the Memorandum of Understanding (MOU) for the Senior Management Group Regarding Duty Chief Coverage

Discussion

With the retirement of Battalion Chief Gomes, the District has been running an open duty chief position since February 29, 2020. Given the financial situation, the District will not be filling the open Battalion Chief positions. Staff and the Senior Management Group (SMG) met and agreed with a side letter with will modify Article 5 – Work Schedule & Hours of Work, Article 15 – Duty Chief Assignment, and Article 17 Adjusted Work Assignment. This change eliminates the 48/96 work schedule.

Recommendation

Staff recommends the Board review the information provided, take public comment, and approve the side letter with the SMG.

District Funds Requested/Required

- No Impact/Not Applicable
- Funding Source Confirmed:
- Other:

Alternatives

The Board has the following alternatives:

1. Take no action

Attachments

Attachment 1- Side Letter

**Arcata Fire Protection District and the Arcata Fire District Senior Management Group
Side Letter Agreement**

The Arcata Fire Protection District (District) and the Arcata Fire District Senior Management Group (SMG) agree to amend their Memorandum of Understanding (MOU) for the term that began on February 1, 2016.

Whereas: The District and the SMG mutually supported Measure R on the March 3, 2020 Humboldt County general election ballot concerning a special tax to partially fund the District.

Whereas: The District explained in-writing to the community that if Measure R was not approved, the District would close one of its three fire stations and reduce staffing to four Association fire suppression personnel and no SMG personnel per twenty-four hour shift.

Whereas: Measure R required, but failed to secure, a two-thirds vote of those casting votes in the March 3, 2020 election to be approved.

Whereas: District revenues absent the additional income that would have been provided by Measure R do not support the current District staffing level.

Whereas: The failure of Measure R to be approved has created a fiscal emergency for the District within the meaning of California Government Code Section 3504.5(b) and Article 23(B) of the Parties' MOU.

Whereas: District revenues support the staffing level advertised by the District in the campaign literature concerning Measure R.

Whereas: The District and the SMG negotiated in good faith pursuant to the Meyers-Milias-Brown Act concerning the amendments to their MOU described below.

THEREFORE: The District and the SMG agree that the Parties' current MOU is amended as follows effective April 5, 2020 to June 30, 2020. In the interests of expedience, the Parties have agreed to retain information concerning alternative work schedules in various articles of their MOU, such as Holiday, Vacation and Bereavement, despite the fact that alternative work schedules will be suspended pursuant to the temporary MOU amendments described in this side letter.

ARTICLE 5: WORK SCHEDULE & HOURS OF WORK

A All represented positions are salaried employees and are exempt from Fair Labor Standards Act (FLSA).

B Workweek- The Workweek begins at 0800 Sunday and ends at 0759 the following

Sunday.

Regular Work Schedule- The regular work schedule is (40) hours per week, Monday-Friday 0800-1700 hours or as approved by the Fire Chief, ~~for Chief Officer's working Regular Work Schedule.~~

~~48/96 Work Schedule—The DISTRICT has implemented the work schedule commonly known as the 48/96 Work Schedule. The Work Schedule shall consist of (8) eight twenty-four (24) hour on-duty shifts in a twenty-four (24) day cycle in accordance with the following chart:~~

X = 24 hour on-duty period

0 = 24 hour off-duty period

~~XX0000XX0000XX0000XX0000~~

- C There shall be no accrual of compensating time off (CTO) for the Chief Officers working a Regular Work Schedule
- D ~~Shift Based employees shall be paid straight time using their regular hourly pay rate for covering shifts (partial or full) outside of their normal work schedule. Battalion Chief's working the 48/96 Work Schedule shall have the option to bank 48 hours of CTO in lieu of cash. Hours will be accrued at the rate of one hour for every hour worked. CTO hours in excess of 48 hours shall be cashed out at the employee's hourly rate. CTO older than one year shall be cashed out in the first pay period in January. Chief Officer's shall have the first right to refusal to cover open BC shifts or Duty Coverage before the shift is offered to Duty Qualified Captains or any other eligible duty cover position. Chief Officers shall make every effort possible to cover open BC shifts in order to maintain Duty Coverage by a Chief Officer.~~
- E Represented employees may utilize a "flex time" schedule for their work hours in recognition of the requirements of their positions to attend various functions and meetings that occur outside of the normal 0800 to 1700 business workday.
- F In the event that the Fire Chief deems it necessary to change platoon assignments, the Fire Chief will collaborate with the Group in an effort to come to a mutually agreed upon method

for the process of effecting change.

ARTICLE 15: DUTY CHIEF ASSIGNMENT

- A. The Fire District requires a Chief Officer to be available as Duty Chief to provide specialized supervisory, management and incident command capabilities.
- B. Chief Officers will arrange a duty week rotation so that one Chief Officer will be assigned as Duty Chief at all times.
 - 1 The current practice provides for a Duty Chief rotation that starts at 0800 on Wednesday and ends at 0800 hours on the next Wednesday, 7 days later.
 - 2 The current practice provides three ~~four~~ Duty Chiefs, each covering one Duty Week every three weeks ~~each month~~.
 - a) ~~This schedule may be altered with the mutual agreement of the regularly assigned Chief Officers serving in the role of Duty Chief.~~

ARTICLE 17: ADJUSTED WORK ASSIGNMENT

- A. Positions covered under this MOU will be allowed to work in an adjusted work assignment as approved by the Fire Chief. Such cases would be considered a modified assignment that accounts for circumstances such as injury leave, workers compensation or sick leave when the employee is not capable of performing all of their normal duties.
- ~~B. Short Term Duty Coverage: In the event an employee is out on injury or illness (less than 30 days) and must forfeit their Duty Coverage assignment to other Chief Officers, the other Chief Officers shall be compensated an additional \$8.23/hour for additional time spent covering the duty that is above and beyond their normal Duty Coverage Assignment.~~
- ~~C. Long Term Duty Coverage: In the event an employee is out on injury or illness (greater than 30 days) and must forfeit their Duty Coverage assignment to other Chief Officers, the other Chief Officers shall be compensated an additional \$33.93/hour for additional time spent covering the duty that is above and beyond their normal Duty Cover Assignment. Long Term~~

~~Duty Coverage may also be a result of a Duty Chief vacancy or other situation causing Long Term Duty Coverage needs.~~

FURTHERMORE: For the fiscal reasons described above, the District will demote and reclassify all SMG members to a lower rank and rate of pay effective July 12, 2020. At that time, employees' compensation and other negotiable affairs will be governed by the applicable labor agreement. As a result, the District and the SMG further agree that the Parties' current MOU will be suspended effective July 12, 2020 until the Parties negotiate a successor Memorandum of Understanding.

For the District:

For the Senior Management

Justin McDonald, Fire Chief

Sean Campbell, Battalion Chief

Curt Watkins, Battalion Chief

Date:

Date:
