Side Letter Between the Arcata Fire Protection District & the Arcata Fire Senior Management Group

This Side Letter Agreement ("Agreement") between the Arcata Fire Protection District ("District") and the Arcata Fire District Senior Management Group ("SMG") (Collectively "Parties") is entered into with response to the following:

WHEREAS, pursuant to Respolution No. 22-254, the Parties entered into a 2022-2024 Memorandum of Understanding ("MOU") regarding wages, hours, and terms and conditions of employment; and

WHEREAS, Article 19 of the 2022-2024 MOU stipulates there will be a three chief duty rotation; and

WHEREAS, the District has been unable to fill the second Assistant Chief position after two recruitments; and

WHEREAS, the SMG agree the position should be left unfilled and support the Board's decision to hire another Engineer in place of the Assistant Chief; and

WHEREAS, the Parties also agree that the Assistant Chief and Fire Chief can cover the duty between the two, with occasional support from duty qualified captains; and

WHEREAS, the Parties agree that with the salary savings, the DISTRICT would compensate the EMPLOYEE for this extra duty coverage,

NOW THEREFORE, BE IT RESOLVED that the following updated Article 19 subsection 2, set fort the Parties's Agreement, which will supersede and rund paraellel to the 2022-2024 MOU, with continues in full force in accordance with Article 22 of the MOU.

Article 19 Duty Chief Assignement

- The Fire District requires a Chief Officer to be available as Duty Chief to provide specialized supervisor, management, and incident command capabilities.
- Represented Chief Officers, along with the Fire Chief, will arrange a duty week rotation so that one Chief Officer will be assigend as Duty Chief at all times.
 - a. The current practice provides for a Duty Chief rotation that starts at 1700 on Thursday and ends at 1700 on the next Thursday, 7 days later. Chief Officers may use a different rotation with mutual consent of all Officers covering the Duty Chief Assignment.
- Chief Officers holding the duty will reside in a location with in the boundries for the District.

BE IT FURTHER RESOLVED that current Assistant Chief, starting the first payperiod of 2023, will receive an additional \$200 per pay period applied to his 457 account for renumeration of extra coverage time.

WHEREFORE, the Parties by and through there authorized agents and representatives agree to the terms of this Side Letter Agreement subject to the adoption of this agreement by the District Board of Directors, this date January 10, 2020.

For Fire District

Blaine Maynor, President Arcata Fire Protection District

Date 3/14/23

For Senior Management Group

Chris Emmons

SMG Representative

Date 2/22/2023