

Side Letter Between the Arcata Fire Protection District
&
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 Resolution 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, the Arcata Fire Protection District Board has authorized the re-establishment of the Fire Prevention Specialist position as a full-time non-safety employee; and

WHEREAS, pursuant to Resolution 23-289 the Fire Prevention Specialist has been recognized as a represented classification within the SMG bargaining group; and

WHEREAS, the parties agree the new position will be in the 2022-2024 SMG MOU with the following updates (added in *italics* or removed reflected as ~~strike-outs~~),

- Article 1, Section 1 will be updated to include a new subsection:
c) Fire Prevention Specialist (Considered a miscellaneous position),
- Article 5 Section 1 will be updated as follows:
For all represented employees, the workweek begins at 0800 Sunday and ends at 0759 the following Sunday. The regular work schedule will be a 5/8’s (5 eight-hour days) which will be Monday-Friday 0800-1700 hours. ~~Chief Officer’s~~ *Represented employees* may, at the discretion of the Fire Chief, work a 4/10 (4 ten-hour days) schedule.
- Article 5 Section 4 will be deleted.
- Article 6 Section 1 subsection a) will be updated as follows;
A newly appointed employee shall begin employment at Step #1 *unless the Fire Chief elects to set the wage at a higher step at his/her discretion.* Upon satisfactory completion of ~~the first 1st year~~ *their* probationary period, the employee shall progress to *the next step. Step#2.* ~~Upon satisfactory completion of the second 2nd year, the employee shall progress to Step #3, et cetera.~~

- Article 6 Section 1 subsection e) will be updated to include the Pay Rate for the Fire Prevention Specialist:

	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
<i>Fire Prevention Specialist</i>	\$26.65	\$27.98	\$29.38	\$30.85	\$32.39

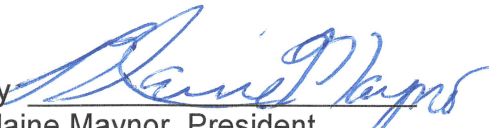
- Article 9 Section 1 subsection g) will be updated as follows:
g) Employee Assistance Program: *The District will provide an Employee Assistance Program through a third-party vendor.*
- Article 9 Section 2 subsection a) will be updated to include a new classification:
(6) *Miscellaneous employees hired on or after July 2, 2016, will be provided coverage, for the annuitant only according to the following schedule:*
 - (i) *Less than ten (10) years of service – None*
 - (ii) *Ten or more years of service – 5% of the premium cost paid for each year of service provided, including the first ten years retroactively (100% at 20 years of service).*
 - (iii) *Premiums paid until the annuitant reaches age 65.*
- Article 9 Section 2 subsection c) change “dependents” to “qualified dependents”.
- Article 15 Section 1 will be updated as follows;
~~Represented Safety positions~~ *Chief Officers* living in the District will be issued a take-home District vehicle. *At the discretion of the Chief, the Fire Prevention Specialist, and/or Chief Officers living out of the District, may be issued a take-home vehicle for after-hours emergency incident response, and/or other after-hours District related business*
- Article 15 Section 2 change all instances of “Officers” and “Chief Officers” to “represented positions”.
- Article 17 Section 1 change will be updated as follows:
Represented ~~Safety~~ positions will receive a monthly cell...

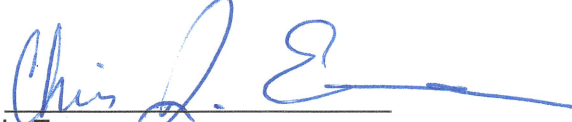
NOW THEREFORE, BE IT RESOLVED that the above listed changes set forth in this Agreement, which will supersede and run parallel to the 2022-2024 MOU, which continues in full force in accordance with Article 22 of the MOU.

WHEREFORE, the Parties by and through their 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, June 13, 2023

For the District

For Senior Management Group

By 
Blaine Maynor, President
Arcata Fire Protection District

By 
Chris Emmons
SMG Representative

Date 6/14/23

Date 6/14/2023