

**SIDE LETTER AGREEMENT  
BETWEEN  
ARCATA FIRE PROTECTION DISTRICT  
AND  
ARCATA FIRE DISTRICT 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 respect to the following:

**WHEREAS**, pursuant to Resolution No. 22-254, the Parties entered into a 2022-2024 Memorandum of Understanding regarding wages, hours, and terms and conditions of employment; and

**WHEREAS**, the District is currently conducting a search to fill one vacant and one soon to be retirement in the Assistant Chief ranks; and

**WHEREAS**, the parties believe the benefit listed in section 2(a)(4) of Article 9 – Insurance Benefits of the Memorandum of Understanding may be a hinderance in recruiting potential candidates; and

**WHEREAS**, the parties believe reducing the time limit to be eligible to receive the District provided post-retirement health care should be reduced from ten years to four.

**NOW THEREFORE, BE IT RESOLVED** that the following updated Article 9, Section 2, subsections (a)(4) and (a)(5), sets forth the Parties’ Agreement, which will supersede and run parallel to the AFD and AFDSMG Memorandum of Understanding, which continues in full force in accordance with Article 22 of the Memorandum of Understanding

## ARTICLE 9: INSURANCE BENEFITS

### 2) District Provided Retiree Health Insurance

- a) Retired employees and (in certain situations defined within this Article) eligible family members will be enrolled in PERS Gold for in-state retirees and PERS Platinum for out-of-state retirees at District expense.

- (1) To qualify for retiree health benefits, employees must meet the definition of an "annuitant" as defined by the PEMHCA. Eligibility of family members following the death of a retired employee will be determined pursuant to CalPERS' regulations and policies, including the PEMHCA and one of the following conditions
- (2) **Represented Safety employees hired before July 1, 2008**, will be provided coverage, for the annuitant and eligible dependents, in the District provided Health Care plan after they retire in good standing from the District.
- (3) **Represented Safety employees hired between July 1, 2008, and December 31, 2014**, will be provided coverage, for the annuitant only. Post-retirement dependent health care coverage is not available; however, annuitants may add eligible dependents at their own expense.

- (4) **Represented Safety employees hired between January 1, 2015, and June 30, 2022**, 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).
    - 1. Premiums paid until annuitant reaches age 65.
- (5) **Represented Safety employees hired on or after July 1, 2022**, will be provided coverage, for the annuitant only according to the following schedule:
- (i) Less than four (4) years of service – None
  - (ii) Four or more years of service – Will be provided coverage, for the annuitant only
    - 1. Premiums paid until annuitant reaches age 65.
    - 2. The District shall allow annuitants to add eligible dependents at their own expense
- (6) **Classic Miscellaneous employees hired on July 1, 2016**, will be provided coverage, for the annuitant only. Post-retirement dependent health care coverage is not available; however, annuitants may add eligible dependents at their own expense.
- (i) Premiums paid until annuitant reaches age 65.

- b) The District will contribute to CalPERS the minimum amount necessary to pay the cost of their enrollment in the District provided health insurance. The contribution will be equivalent to the minimum employer contribution required under Section 22892(b)(l) of the Public Employees' Medical and Hospital Care Act ("PEMHCA").
- c) Each month the District will provide each retiree enrolled in the District provided Health Care plan a non-taxable reimbursement issued in the appropriate amount, to pay for the difference between the District's minimum contribution to PERS (required under Section 22892(b)(l) of the PEMHCA) and the full cost of enrollment of the employee and their dependents, if any, enrolled in the District provided health care plan.

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**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 14, 2022.

FOR THE DISTRICT,

  
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 Randy Mendosa, President

Date 6-17-2022

FOR SENIOR MANAGEMENT GROUP,

  
 \_\_\_\_\_  
 Sean Campbell, Assistant Chief

Date 6/9/22