

**Resolution Number: 22-260**

**A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE ARCATA FIRE PROTECTION DISTRICT AND THE ARCATA PROFESSIONAL  
FIREFIGHTERS LOCAL 4981**

**WHEREAS**, the Board of Directors of the Arcata Fire Protection District (Board), acting by and through its appointed negotiator, and representatives of the Arcata Firefighter’s Local 4981(“Local”), a duly recognized employee organization, met and conferred in good faith and fully communicated and exchanged information concerning wages, retirement, benefits, and the terms and conditions of employment for contract period July 1, 2021 - December 31, 2024.; and

**WHEREAS**, the appointed representatives of the parties agreed on certain matters as stated in the attached Memorandum of Understanding (MOU) and recommended that the District and the Local implement those agreements; and

**WHEREAS**, the Local voted to accept the MOU attached as Exhibit “A,” incorporated by reference; and

**WHEREAS**, the Board intends that the salaries for the classifications referenced in the MOU be retroactively effective to April 3, 2022.


**NOW THEREFORE, BE IT RESOLVED THAT** the Arcata Fire Protection District Board of Directors hereby approves the Memorandum of Understanding and authorizes the Board President to execute the document.

**ADOPTED, SIGNED AND APPROVED** at a duly called meeting of the Board of Directors of the Arcata Fire Protection District by the following polled vote:

- Ayes: Loudenslager, Maynor, Rosen and Mendosa
- Nays: None
- Abstain: None
- Absent: Johnson

**DATED:** April 12, 2022

Signed:



\_\_\_\_\_  
Randy Mendosa, President

Attest:



\_\_\_\_\_  
Becky Schuette, Board Clerk/Secretary

Memorandum Of Understanding  
Between the  
Arcata Fire Protection District  
And the  
Arcata Professional Firefighter Local 4981

Agreement Period  
July 1, 2021 – December 31, 2024



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## **Article 1 - Recognition**

- A. The District recognizes that the Arcata Professional Firefighters Local 4981 (“Local”) is the sole and exclusive representative of all employees in of the following classes: CAPTAIN, ENGINEER, and FIREFIGHTER. The District shall only employ safety employees in these classes.
- B. The District recognizes the Employee’s participation in the following organizations:
  - 1. Humboldt County Fire/Arson Investigation Unit
  - 2. Humboldt County Fire Prevention Officers
  - 3. Humboldt County Training Officers
  - 4. Additional organizations as approved by the Fire Chief
- C. Employees in this bargaining unit are representatives of the District. These employees therefore receive Workers Compensation coverage during work time. The employee must have the Chief’s approval prior to participation in any District recognized organization and the employee shall be approved only if it is in the best interest of the Fire District.
- D. Employee’s participating in a recognized organization shall be compensated overtime for attendance greater than two hours per event. This includes but is not limited to; meetings, investigations, workshops, public events or any other function where the employee’s attendance is necessary.

## **Article 2 - Prevailing Rights**

- A. All wages, hours, terms, and conditions of employment detailed in this agreement shall remain in full force and effect during the term of this Agreement unless changed by specifically detailed mutual consent or as required by law.

## **Article 3 - Seniority**

- A. The District shall establish a seniority list, which shall include time in each employee’s current rank and shall be posted in the District’s electronic database.
- B. The seniority list shall be based on the order hired.
- C. The District shall keep the seniority list current at all times. Any objection to the seniority list on the basis of accuracy shall be reported to the District.
- D. For the purpose of determining vacation preference, seniority shall be the determining criteria.

## **Article 4 - Retirement**

A. **Tier 1:** Retirement benefits for Classic Employees hired on or before August 1, 2011, shall be derived from the contract between Arcata Fire Protection District and the Public Employees Retirement System (PERS) as outlined below:

- a. 3% at age 50, full
- b. Pre-Retirement option 2W death benefit
- c. Military service credit for retired persons
- d. Military service credit as public service
- e. Public service credit Peace Corps etc.
- f. Credit for periods of layoff
- g. Credit 2 years local member
- h. Credit for unused sick leave
- i. 1959 Survivors Benefit 3rd Tier
- j. One-year highest compensation
- k. 2% Post retirement adjustment
- l. Post retirement survivor allowance
- m. Post retirement survivor continuance
- n. Retired death benefit \$500.00
- o. Death benefit continuance
- p. Prior service credit
- q. Value of EPMC Reported (Resolution 99-080)

B. **Tier 2:** Classic Employees hired after August 1, 2011, shall have retirement benefits derived from the contract between the Arcata Fire Protection District and the Public Employees Retirement System (PERS) as outlined below:

- a. 3% at age 55, full
- b. Pre-Retirement option 2W death benefit
- c. Military service credit for retired persons
- d. Military service credit as public service
- e. Public service credit Peace Corps etc.
- f. Credit for periods of layoff
- g. Credit 2 years local member
- h. Credit for unused sick leave
- i. 1959 Survivors Benefit 3<sup>rd</sup> Tier
- j. One-year highest compensation
- k. 2% Post retirement adjustment
- l. Post retirement survivor allowance
- m. Post retirement survivor continuance
- n. Retired death benefit \$500.00
- o. Death benefit continuance
- p. Prior service credit
- q. Value of EPMC Reported (Resolution 99-080)

- C. **Tier 3:** Each Employee determined to be a New Member by CalPERS shall pay 50% of the normal cost as the Employee Contribution. The normal cost shall be determined by CalPERS. New Members shall have retirement benefits derived from the contract between the Arcata Fire Protection District and the Public Employees Retirement System (PERS) as outlined below:
- a. 2.7% at age 57, full
  - b. Pre-Retirement option 2W death benefit
  - c. Military service credit for retired persons
  - d. Military service credit as public service
  - e. Public service credit Peace Corps etc.
  - f. Credit for periods of layoff
  - g. Credit 2 years local member
  - h. Credit for unused sick leave
  - i. 1959 Survivors Benefit 3<sup>rd</sup>Tier
  - j. Final Compensation 3 Year
  - k. 2% Post retirement adjustment
  - l. Post retirement survivor allowance
  - m. Post retirement survivor continuance
  - n. Death benefit continuance
  - o. Prior service credit
- D. Nine percent (9%) of the employee's retirement eligible compensation shall be paid by the District to PERS as an employee contribution for "classic" members under the PEPPRA pension reform statute.
- E. At retirement, an employee shall be paid in full, at the employee's current hourly pay rate, for any unused vacation time or holiday(s) earned.

## **Article 5 – Hours of Work**

- A. Fire Suppression Employees shall be assigned eight (8) work shifts within each 24-day FLSA work period.
- B. The work shift for Fire Suppression Employees shall be a period of twenty-four (24) consecutive hours, starting at 0800 hours one day, and ending at 0800 hours the following day.
- C. The shift schedule shall be the two consecutive days on, four consecutive days off model.
- D. The standard shift schedule shall be adhered to. In cases of emergency, as determined at the District's sole discretion, the schedule may be temporarily altered to meet the requirements of the emergency.
- E. The shift schedule shall be made and posted in all stations each October for the following calendar year.

F. The District’s regular business hours shall be from 0800-1700, except in the case of an emergency, special assignments or situation requiring immediate attention.

G. FLSA Work Period:

District shift personnel are assigned to work four sets of two back-to-back twenty-four hour shifts within a 24-day FLSA work period pursuant to Section 207(k) of the Fair Labor Standards Act. As a result, employees are regularly scheduled to work 192 hours in each FLSA work period. Employees are paid an additional one-half hour at the regular rate of pay for the last ten hours of each FLSA work period as required by law.

H. An employee may not take vacation leave which would force another employee to work on Christmas and Christmas Eve. However, the Fire Chief retains the right to ensure full staffing on these days.

**Article 6 - Salaries**

A. With the adoption of this MOU, current non-probationary employees will be placed in a step on the new wage scale with longevity pay that represents a least a 10% increase from their currently monthly base earnings. Employees in probationary status will be placed in step-1 of their current rank.

B. The base wages of represented positions shall be as set forth below.

		<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
<b><i>Captain</i></b>	Annual	\$67,764.00	\$72,108.00	\$76,500.00	\$80,700.00	\$85,248.00
	Monthly	\$5,647.00	\$6,009.00	\$6,375.00	\$6,725.00	\$7,104.00
	Bi-weekly	\$2,606.31	\$2,773.38	\$2,942.31	\$3,103.85	\$3,278.77
	Hourly	\$23.27	\$24.76	\$26.27	\$27.71	\$29.27
<b><i>Engineer</i></b>	Annual	\$58,884.00	\$62,724.00	\$66,528.00	\$70,332.00	\$74,136.00
	Monthly	\$4,907.00	\$5,227.00	\$5,544.00	\$5,861.00	\$6,178.00
	Bi-weekly	\$2,264.77	\$2,412.46	\$2,558.77	\$2,705.08	\$2,851.38
	Hourly	\$20.22	\$21.54	\$22.85	\$24.15	\$25.46
<b><i>Firefighter</i></b>	Annual	\$49,596.00	\$52,800.00	\$56,004.00	\$59,196.00	\$62,400.00
	Monthly	\$4,133.00	\$4,400.00	\$4,667.00	\$4,933.00	\$5,200.00
	Bi-weekly	\$1,907.54	\$2,030.77	\$2,154.00	\$2,276.77	\$2,400.00
	Hourly	\$17.03	\$18.13	\$19.23	\$20.33	\$21.43

C. 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 discretion. Upon satisfactory completion of the first (1<sup>st</sup>) year probationary period an employee shall progress to the next step.

- D. Upon promotion to the next rank, a promoted employee shall be placed on the step within the range for the next rank, which most closely approximates at least a 5% increase over the promoted employee's current step.
- E. All employees must have been rated satisfactory on their performance evaluation prior to any salary step increases. Said evaluation should be completed within the 30 days prior to the employee's anniversary date, for the initial probationary period.
- F. Deferred Compensation: The District will provide \$100.00 match per pay period for employees participating in the program.
- G. Pay stubs shall reflect all aspects of wages and deductions. Items which shall be included are base wages, hours and hourly rate, FLSA pay, overtime, acting out of grade, acting overtime, etc. All deductions shall be listed as well, such as all taxes, union dues (listed as such and reported as such on W-2's), and any and all other deductions.
- H. Regular paychecks shall be directly deposited into the employee's bank account. All other compensation, such as CTO pay down, holiday pay, etc. will also be included in the direct deposit. Should an employee opt to not participate in the direct deposit, their check shall be available for pick up on the designated payday. In the event an employee is not taking advantage of direct deposit and desires to change and participate, they shall be allowed to with proper notice to the appropriate person responsible for payroll.
- I. Salary survey
  - 1. Prior to Negotiations the Local Negotiators and the District Negotiators shall meet to establish a mutually agreed upon list of acceptable comparable agencies to evaluate against for the comparison of all wages and benefits of represented positions. There shall not be more than ten total agencies (city or special district) used for comparison purposes, and not less than four agencies. This list shall compare all aspects to include, however not be limited to, wage, benefits, responsibilities, difference in classifications. These may be used as comparison, however, shall not be the sole basis for negotiations and justification neither for, nor against any position of the Local or the District.
- J. Negotiation terms
  - 1. Ground rules shall be established, and mutually agreed upon, by negotiating parties, prior to the initiation of negotiations.

## **Article 7 - Overtime**

- A. Overtime is time worked beyond that indicated on the standard shift schedule ([Appendix "D"](#)) including off-duty response, hire-back for full or partial shifts, District requested off duty training, District requested special detail, CALFIRE or USFS or Mutual Aid.



- B. Overtime shall be paid in accordance with the Fair Labor Standards Act and the fire suppression exemption under 29 U.S.C. section 207(k). All overtime shall be paid at a rate that is not less than one and one half (1½) times the Employee's regular rate of pay and shall be paid as special compensation. The District will continue to pay one and one-half times each employee's regular rate of pay for all hours worked when required by the FLSA. The FLSA work period will be 24 days unless the Parties agree to a different number of days. The District will determine eligibility for overtime compensation each FLSA work period based on hours in paid status.
- C. In those instances where an Employee is working out of class, the overtime payment shall be one and one half (1½) times the regular rate of pay for the higher rank position.
- D. Personnel, who are off-duty as a result of disciplinary action, or during an investigation pending possible disciplinary action, are not eligible for overtime, shift-trade or standby work.
- E. Whenever an Employee is called back to duty for station coverage, post incident investigations, general alarm or other assignments from an off-duty day, the employee shall be compensated with a minimum of two (2) hours. Additional work before and/or after a scheduled shift will be paid at the overtime rate for the time actually worked. The employee is responsible for documenting non-alarm overtime by completing and submitting the appropriate form.
- F. All non-general alarm incidents or other overtime shall be recorded and compensated in 15-minute increments rounded up to the next quarter hour. De minimus overtime of less than 15 minutes that an employee may work on a sporadic basis is not compensable.
- G. Once each month an employee may convert up to 144 hours of his accumulated overtime/CTO into a cash payment by notifying the District Secretary of this choice prior to the preparation of the bi-weekly payroll. The calculation of the conversion shall be done based on the wage rates in compliance with the requirements of the FLSA.
- H. A log showing Compensatory Time Off (CTO) accrual for all positions shall be kept current at Headquarters and be readily available.
- I. CTO may be taken as time off only when all time off rules have been followed, and the CTO request has been voluntarily claimed, the employee may use CTO as a paid day off.
- J. An Employee's CTO, in excess of the 48-hour maximum, shall be paid on a quarterly basis. Prescheduled CTO days are not subject to the maximum hour limitation. The pay down shall occur with the first pay period of January, April, July and October.

## **Article 8 – Longevity Pay**

- A. In addition to other compensation paid for the services of employees, longevity pay for continuous and uninterrupted full-time paid service shall be applied as follows:
  - 1. After six (6) years' service 5% adjustment to base.
  - 2. After eight (8) years' service 5% adjustment to base.
  - 3. After ten (10) years' service 5% adjustment to base.
  - 4. After twelve (12) years' service 5% adjustment to base.
  - 5. After fourteen (14) years' service 5% adjustment to base.
  - 6. After sixteen (16) years' service 5% adjustment to base.
  - 7. After eighteen (18) years' service 5% adjustment to base.
  - 8. After twenty (20) years' service 5% adjustment to base.
- B. The above listed percentages are cumulative.
- C. Vacations, sick leave, military leave and absence authorized by the Fire Chief shall not be considered as interruption of service.

## **Article 9 - Shift Trades and Holdovers**

- A. Shift trades and holdovers may be arranged by the employees to allow more flexible scheduling and to enable the individual to accomplish any personal business. Shift trades and holdovers may be arranged only by, and for the benefit of, the involved employees.
- B. Shift trade requests shall be initiated through the appropriate scheduling software. The necessary steps and forms shall be completed at any time prior to the initiation or start of the shift trade.

## **Article 10 - Minimum Staffing**

- A. The District shall exhaust all possible avenues to maintain a minimum staffing level, per shift, of four (4) full time, professional safety/suppression employees.
- B. Should any event cause the minimum staffing level to drop below four (4) the District shall recall employees to work as outlined in [Article 26](#) of the Agreement, "Hire Back Procedure." However, the Parties prefer to have all three fire stations staffed each shift.
- C. The District shall maintain a minimum of 18 career employees, which will consist of nine (9) Captains and nine (9) Engineer/Firefighter positions.
- D. The District shall maintain at least one Captain on shift at all times.
- E. Each shift there can be a maximum of two employees absent. The District retains the authority to back fill all forms of absence except for compensatory time-off.

1. Exceptions to this rule are unplanned sick leave, unplanned workers comp leave, bereavement, leave, or unplanned military leave.

## **Article 11 - Uniform Allowance**

- A. All District safety employees are required to wear, while on duty, a full, distinctive uniform, including required patches and other attachments to the uniform as outlined in the uniform policy. The District shall supply the employee with all uniform requirements. The uniform allowance may only be used to purchase items as outlined in the District's Uniform Policy.
- B. The clothing allotment is \$750.00 per year for each safety employee.
- C. Work (station) boots as described in the District Uniform Policy will be replaced by the Fire District as needed.
- D. Uniform allowances renew on July 1 of each year and shall be paid out in twenty-six (26) installments as part of the employees regular pay check.
- E. Clothing allowances of employees hired before January 1<sup>st</sup>, 2013, are considered compensable and therefore are reported to CalPERS accordingly.

## **Article 12 - Insurance**

- A. The District provides the following insurance benefits for employees and, in certain situation defined within this Article, their eligible family members, defined as spouse, natural or legally adopted children or others as defined by insurance contract(s).
- B. Medical Insurance: For the 2022 health plan year, the District will pay 100% of premium for the CalPERS Platinum for employees and eligible dependents(Subscriber, Subscriber Plus One Dependent or Subscriber Plus Two or More Dependents). Effective with the first month of the 2023 health plan year, the District shall pay 100% of the premium for the CalPERS Gold Plan for each employee and their eligible dependents. An employee who selects a more expensive plan shall pay the difference between the CalPERS Gold Plan and the plan selected by the employee. The Parties have selected the Gold Plan for calendar year 2023 through the end of the term of the MOU.
- C. Dental: Benefit contracted through FDAC EBA
- D. Vision: Benefit contracted through FDAC EBA
  1. The self-insured plan will discontinue on June 30, 2022
  2. VSP Plan B5 will be effective July 1, 2022
- E. Life Insurance: Benefit contracted though FDAC EBA
  1. Employee coverage: \$50,000
  2. Spousal coverage: \$20,000

3. Dependent Children: \$10,000

F. Disability Insurance (employee only): Benefit contracted through CSFA

G. Air Ambulance family membership: AirMed Care

H. Employee Assistance Program: Contracted though FDAC EBA

I. Health insurance is provided to retired employees and, in certain situations defined within this Article, eligible dependents at District expense, as follows:

1. Medical Insurance:

- a. Full time employees hired before July 1<sup>st</sup>, 2008, may enroll themselves and eligible dependents in CalPERS Gold after they retire in good standing from the District. The District will contribute to CalPERS the minimum amount necessary to pay the cost of his/her enrollment, and the enrollment of any eligible dependents, in CalPERS Gold, up to a maximum of the amount equivalent to the minimum employer contribution required under Section 22892(b)(1) of the Public Employees' Medical and Hospital Care Act ("PEMHCA"). The District will, on a [monthly] basis, provide each employee hired before July 1<sup>st</sup>, 2008 who chooses to enroll in CalPERS Gold with a check issued in the appropriate amount to pay for the difference between the District's minimum contribution to CalPERS required under Section 22892(b)(1) of the PEMHCA and the full cost of enrollment of the employee and his/her dependents, if any, in CalPERS Gold.
- b. Full time employees hired on or after July 1st, 2008, are not eligible for post-retirement dependent medical benefits. However, the District shall allow employees to add eligible dependents at their own expense. The District will contribute to CalPERS the minimum amount necessary to pay the cost of his/her enrollment up to a maximum of the amount equivalent to the minimum employer contribution required under Section 22892(b)(1) of the PEMHCA. The District will, on a [monthly] basis, provide each employee hired after July 1st, 2008, who chooses to enroll in CalPERS Gold with a check issued in the appropriate amount to pay for the difference between the District's minimum contribution to PERS required under Section 22892(b)(1) of the PEMHCA and the full cost of enrollment of the employee in CalPERS Gold.
- c. Employees hired on or after July 21st, 2015, are not eligible for post-retirement dependent medical benefits. However, the District shall allow employees to add eligible dependents at their own expense. The District will contribute to CalPERS the minimum amount necessary to pay the cost of his/her enrollment up to a maximum of the amount equivalent to the minimum employer contribution required under Section 22892(b)(1) of the PEMHCA. This District will, on a monthly basis, provide each

employee hired after July 1st, 2015, who chooses to enroll in CalPERS Gold with a check issued in the appropriate amount to pay for the difference between the District's minimum contribution to CalPERS required under Section 22892(b)(1) of the PEMHCA and the full cost of enrollment of the employee in CalPERS Gold. This benefit shall continue until the employee reaches the Medicare enrollment age and successfully enrolls in Medicare; at such time the benefit shall terminate. Employees shall be required to enroll in Medicare at such time as they reach the Medicare enrollment age. The District shall cover all enrollment costs and/or fees for the transition from District provided insurance to Medicare, such as but not limited to application, enrollment, processing fees.

2. 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.

### **Article 13 - Training Requests**

- A. District Required and District Needed training attendance will be compensated at the Employee's regular or overtime wage as specified in the MOU for the time spent in class and time spent traveling directly to and from the class. Travel expenses including but not limited to transportation, lodging and per diem will also be the responsibility of the District subject to applicable law and policy.

### **Article 14 - Holidays**

- A. On January 1<sup>st</sup> of each year, employees working 24-hour shifts shall be granted eight (8) floating holidays to be as time off or as cash payout.
- B. If the compensation is by cash payout, it shall be paid out in the form of a separate check from the regular paycheck in the first pay period of June (4 shifts) each year and the first pay period of December (4 shifts).
- C. Employees working a 40-hour workweek shall be granted five (5) "floating" holidays in addition to the eleven days the office is closed for holidays. These may be taken as time off or cash payment. If cash payment is requested, it will be paid in June and December each year. The recognized eleven days the office is closed are:

- |                              |                            |
|------------------------------|----------------------------|
| 1. January 1 <sup>st</sup>   | New Year's Day             |
| 2. Third Monday in January   | Martin Luther King Jr. Day |
| 3. Third Monday in February  | President's Day            |
| 4. Last Monday in May        | Memorial Day               |
| 5. July 4 <sup>th</sup>      | Independence Day           |
| 6. First Monday in September | Labor Day                  |

- 7. November 11<sup>th</sup> Veteran's Day
- 8. Last Thursday in November Thanksgiving Day
- 9. Friday following Thanksgiving Day
- 10. December 24<sup>th</sup> Christmas Eve Day
- 11. December 25<sup>th</sup> Christmas Day
- 12. Any other day specially declared a National or State holiday and observed as a legal holiday by the District Board

D. If one of the aforementioned holidays falls on a Saturday, then the preceding Friday will be observed as the day the office is closed. If one of the aforementioned holidays falls on a Sunday, the following Monday will be observed as the day the office is closed.

## **Article 15 - Vacations**

- A. Except for the following classes of employees, all employees shall be entitled to regularly scheduled shifts off each year as a result of vacation:
  - 1. Employees still serving the probationary period.
  - 2. Temporary or part time employees.
- B. No Employee shall be considered to be on vacation leave if at the same time that such vacation leave is scheduled; the employee is on sick or injury leave.
- C. Any Employee who is entitled to vacation leave at the time of retirement or separation shall receive one (1) hour of pay (base + longevity) for each unused hour of vacation leave. In the event that the employee is entitled to vacation leave at the time of his death, his dependent survivors as defined in the glossary shall receive a payout on the same basis. Employees shall not use vacation leave during the two-month period immediately preceding his or her effective date of retirement, unless approved by the Fire Chief.
- D. Vacation shifts shall be considered to be earned based on the following schedule:

	Employees Assigned to a Fire Suppression Schedule	Employees Assigned to a 40 hour per week Administrative Schedule
After 1 year	6 – 24-hour shifts	12 – 8-hour days
After 5 years	7 – 24-hour shifts	14 – 8-hour days
After 10 years	8 – 24-hour shifts	16 – 8-hour days
After 15 years	9 – 24-hour shifts	18 – 8-hour days
After 20 years	10 – 24-hour shifts	20 – 8-hour days
After 25 years	11 – 24-hour shifts	22 – 8-hour days
After 30 years	12 – 24-hour shifts	24 – 8-hour days
After 35 years	13 – 24-hour shifts	26 – 8-hour days
After 40 years	14 – 24-hour shifts	28 – 8-hour days

- E. Vacations shall be chosen on a seniority basis for the first three (3) choices.
- F. The vacation schedule list shall be posted on the server by October 1<sup>st</sup>.
- G. Beginning November 1<sup>st</sup>, each eligible Employee shall have seven (7) calendar days to post the employee's first vacation choice with this process beginning with the senior Employee and progressing on through each Employee until all have made their first choice.
- H. Once all eligible Employees have made their first selection, the senior Employee will have seven (7) days to make a second pick and start the process over until all employees have had the opportunity to select three (3) vacation periods.
- I. After each Employee selects their days, they shall make note of their selection on the appropriate form, submit a time off request to the person responsible for scheduling and shall verbally notify the next person on the list.
- J. In the event that an Employee does not make their selection within the seven (7) day period, they forfeit their chance to make this selection, and the balance of the other Employees shall make their choices in order until the round of selection is completed. At this point, the Employee who passed on the opportunity to select shall be allowed to post his choice of the remaining days.
- K. The seven (7) day limit shall be extended by the time period an Employee who would normally select is on vacation, sick leave, or District special assignment.
- L. The seven (7) day limit may also be waived with the consent of all other Employee.
- M. Fourth and subsequent vacation choices shall be scheduled without regard to rank or seniority. Requests shall be forwarded in writing to the Fire Chief or his/her Designee who will schedule the request based on coverage availability and the order of their receipt.
- N. The following limitations shall apply to vacations:
  - 1. A vacation request must be submitted on or before the 15<sup>th</sup> of the month preceding the time off. The request will not be approved if two other Employees are already scheduled on leave. The Fire Chief or Designee may grant an exception to the above provision.
  - 2. A maximum of two consecutive shifts shall be taken in one vacation pick. Picks of more than two shifts shall be allowed with consent of all other Employees on the same platoon and shall be considered two picks.
  - 3. Every effort should be made to use the accumulated time in the year earned.
- O. Employees shall be allowed to hold over unused vacations hours.

1. Employees assigned to shift work can hold over six hundred (600) hours.
  2. Employees assigned to a 40-hour workweek can hold over four hundred (400) hours.
- P. Time accrued in excess of the above limits shall be paid out at straight time with the first pay period in January.
- Q. A log showing vacation accrual for all positions shall be kept current at Headquarters and be readily available upon request.

## **Article 16 - Sick Leave**

### A. Personal Sick Leave:

1. Sick leave with pay will be granted by the District at the rate of twelve (12) hours per month. Sick leave shall not be considered to be an entitlement, which an employee may use at his/her discretion but shall be allowed only in case of necessity in actual sickness or disability.
2. In order to receive sick leave compensation while absent from work, the employee shall make every reasonable effort to notify his/her supervisor prior to the start of the workday.
3. There shall be no limitation on the accrual of unused sick leave.
4. Should an emergency arise during the work period, sick leave hours will be deducted as used and recorded.
5. All applicable FMLA/CFRA/PDL/PFL statutes will be available and applicable provisions abided by, by the District and the employees.
6. Employees may use paid sick leave for their own illness and/or the illness of their spouse, registered domestic partner, parent, dependent child or any other family relationship required by law. The District may verify the validity of the sick leave to the extent allowed by law.

## **Article 17 - Bereavement Leave**

- A. Any eligible employee who is absent from work by reason of the death of a member of the employee's immediate family may be allowed a leave of absence with full pay not to exceed three shifts per year, this leave will not be cumulative. If additional bereavement leave is needed, the employee may use accumulated sick leave.



- B. All leaves of absence for family death shall require approval of the Chief. In granting family death leave, only time of for funeral arrangements and service, travel time to the location of the funeral and a maximum of one extra day shall be considered. In order to receive time off for family death leave, the employee shall notify the Chief or his designee prior to the beginning of the effected workday.

## **Article 18 - Catastrophic Leave**

- A. The District will provide a Catastrophic Leave policy allowing employees to assist other employees through allowed leave donations.

## **Article 19 - Duty Officer Coverage**

- A. The Local recognizes that the Captain's position may occasionally serve as the District Duty Officer in the absence of a Chief Officer.
- B. Acting Duty Officer shall be a voluntary assignment for the Career Captain position only, wherein the employee in that position has the primary responsibility of performing administrative duties and managing suppression personnel at all incidents.
- C. Hire back procedures:
  - 1. The Fire Chief shall maintain the list of qualified personnel.
  - 2. The assignment will be offered to the individual with the fewest accepted Acting Duty Officer hours. If for any reason two individuals have equal number of hours, then the offer will be based on seniority.
  - 3. Contact must be verbally made with the individual, using the one of the 2 phone numbers listed on the District phone list.
  - 4. If no contact was made continue to the next individual with next fewest hours.
  - 5. The list shall reset to zero hours on January 1<sup>st</sup> of each year.
- D. Compensation for a Captain acting as the Duty Officer shall be set at 10% over the employee's base wage. While covering the duty, and not actively participating in either incident response or other duties that a duty officer would perform in their normal capacity, the employee will make 25% of their base wage. (1/4 time standby).
- E. There will be a minimum of two (2) hours compensated time per duty assignment.
- F. The employee working the Duty Coverage will be responsible for tracking and documenting his/her time by completing and submitting the appropriate form.
- G. Compensation shall be rendered on the payday for which pay-period the duty was covered in.
- H. The Employee will use the assigned District vehicle for coverage and training.

## **Article 20 - Physical Fitness Program**

- A. Every year each employee shall be eligible for compensation for completion of the USFS Work Capacity Test. This test shall be completed on a fixed track, not a treadmill. The compensation shall be in the amount of \$400, shall be compensable and reported to CalPERS accordingly. To receive the compensation the employee shall complete the test prior to May 1st of each year. Each employee will only be eligible for compensation once per year and it shall be paid out with the first pay period of July of each year.
- B. Participation is completely optional at the sole discretion of the employee.
  - 1. Successfully complete the USFS Work Capacity Test to the “Arduous” standard as defined by (and found at): <https://www.fs.fed.us/managing-land/fire/safety/wct> which is commonly referred to as the “Pack Test.” Verification of completion of the pack test shall be in the form of an e-mail to the District Business Manager with a copy to the Operations Chief, which will state date, location and individuals who participated and successfully completed the test, times need not be reported.
- C. Under no circumstances shall non-participation result in any nature of reduction in work, regular shifts, disciplinary process or consideration in any way with regards to an annual performance evaluation. Employees are encouraged to participate, however there is no requirement to participate.

## **Article 22 - Assignment Out of Grade**

- A. The Fire Chief may fill a temporary position.
- B. An Employee, selected to fill a temporary position shall be appointed from a current promotional eligibility list. In the absence of a current promotional eligibility list, the Employee with seniority in rank from the next lower rank shall receive the temporary appointment.
- C. If the temporary position is more than 90 days, the District Board must review the position.
- D. The temporary position shall receive a temporary wage increase. The adjusted temporary wage shall be the amount of the first step of the wage for the position being filled.
- E. Step increases shall be given at the same interval as a permanent employee holding the same position. In the event that an employee is subsequently demoted (not for cause) to their previously held rank and within six months is re-promoted to the same position, said employee shall assume the same pay rate as they previously held while in that position.

- F. Time served in an interim assignment in a higher rank will count towards the probationary period if the employee is promoted to that higher rank with no break between the interim assignment and the promotion.

## **Article 23 - Separation from Employment**

- A. An Employee separating for non-retirement and/or non-disciplinary reasons shall be paid in full for all accrued and unused vacation, holiday and accrued CTO. These hours shall be paid according to rates listed in this Agreement, and pro-rated accordingly.
- B. In the event of work-related death, the Employee's dependent survivor will receive 100% of the employee's accrued leaves as a cash payment regardless of tenure.
  - 1. Pay out of accrued leaves will be paid at the employee's hourly base rate of pay then in effect.
- C. The cash payment shall be disbursed to the separating Employee via:
  - 1. Lump sum cash payment (less applicable taxes) or
  - 2. Deposited to the Employee's deferred compensation account (as allowed under terms and conditions of the plan and the Internal Revenue Service regulations) or
  - 3. A combination of both options, at the election of the Employee or dependent survivor.
- D. Opportunities for exit interviews will be provided to all Employees separating from the District.

## **Article 24 - Layoff Procedure**

- A. Layoff lists shall be prepared by the Fire Chief based on length of service. For the purpose of determining the list, these elements shall be applied in the following order:
  - 1. Length of service.
  - 2. Last person hired shall be the first laid off. In the event that more than one employee has the same hiring date, layoff shall be by placement of the original (hiring list) entry position with the Department.
- B. Any person in a higher rank shall have the right to demote to a lower rank formerly held by that employee. Any employee in a higher rank, who has service in a lower classification, shall be allowed to use all years for both positions as seniority credit to establish position on lower classifications layoff list (bumping). Otherwise, seniority shall be determined by number of years in the rank in which employee is presently serving. Seniority credit will be based on years of service or prorate of years of service based on twelve (12) months per year.

- C. In the event the contemplated layoff of employees involves those represented by the Local, the District shall provide wherever possible, at least ninety (90) calendar day's written notice of such.
- D. Employees bumped shall be placed on a permanent promotional eligibility list for the prior rank held, provided they are regular, full-time employees of the District at the time the vacancy occurs. If a re-promoted employee has been working at a lower rank for one year or more, the employee must go through the probationary process.
- E. Employees who are laid off shall be placed on a reinstatement eligibility list for five (5) years. An individual on a reinstatement eligibility list must maintain up-to-date contact information at the District to be eligible for reinstatement. During the first two years, a reinstated employee shall be placed at the step in the salary range, which they had at the time they were laid off. Employees reinstated after two years shall have a salary placement as though they were newly hired or promoted. Vacation accrual rates shall only be reinstated to an employee within two (2) years of being laid off.
- F. If an employee has been laid off for one (1) year or more, the employee must go through a new probation period upon reinstatement.
- G. Except as provided above, an employee shall not receive credit for time spent on layoff in computing time for any benefit entitlement.
- H. In the event an employee refuses reinstatement, the employees name shall be removed from the re-employment list.
- I. Employees reinstated or re-promoted shall be placed at the step, which they held at the time they were demoted, "bumped" or laid off.

## **Article 26 - Hire Back Procedure**

- A. In no circumstance shall any member be scheduled to work more than any of the following periods without individual consent, except as stated below in section D4:
  - 1. 96 consecutive hours (4 days)
  - 2. 144 total hours (6 days), within any consecutive 192-hour period (8 days)
  - 3. 240 total hours (10 days), within any consecutive 366-hour period (14 days).
- B. Exceptions to these circumstances may be allowed on mutual aid assignments.
- C. Hire back procedure:
  - 1. Refer to "Time Off – Hire Back – Forced Shift Procedures" document. All modifications/alterations to this document shall be done with Union representation and input.

#### D. Miscellaneous

1. The Overtime list shall be maintained with the officer responsible for scheduling.
2. The list shall reset to zero hours for all employees on January 1<sup>st</sup> of each year.
3. If for any reason personnel on the list have equal number of hours, then hire back shall be based on seniority.
4. The individual working the overtime shift shall work in the station of the person they are replacing, unless a station 'swap' is mutually agreed upon by both affected employees and does not result in any fiscal impact on the District.
5. In the event the vacancy cannot be filled by the utilization of this policy, the Chief or their designee and the Local shall immediately be notified.

On duty personnel shall not be relieved until a replacement is found, or the order is given to close the station.

### **Article 27 - Duration of Memorandum of Understanding**

- A. The provisions of this Memorandum of Understanding shall take effect July 1, 2022, and remain in effect through December 31, 2024, and shall be in force unless they are subsequently modified by mutual consent through the meet and confer process or modified by unilateral action by the District.
- B. If either party desires to seek modifications to the provisions of the Memorandum of Understanding, that party shall notify the other party. The requesting party shall indicate which provisions will be the subject of the request for modification. Both parties shall meet and confer in good faith in an attempt to develop the mutual consent to modify the provisions of the then current MOU.
- C. If any Article or Section of the Memorandum of Understanding or an Addendum thereto should be held invalid by operation of precedent law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any Article or Section should be restrained by such tribunal or the enactment of superseding law by any governmental authority, such Article or Provision shall be immediately suspended and be of no force or effect. Such invalidation of a part or portion of this Memorandum of Understanding shall not invalidate any remaining portions, and those remaining portions shall remain in full force and effect unless those remaining portions were contingent upon the operations of the invalidated Section. Upon the invalidation or restraint of any Article or Section of the Memorandum of Understanding, the parties shall, within thirty (30) days, meet and confer in an effort to resolve the issue.
- D. For purposes of this Article, the Arcata Fire District Board of Directors is not a "tribunal of competent jurisdiction."
- E. The obligations imposed under this agreement on Arcata Fire District shall be binding upon all of its successors-in-interest, including, but not limited to, any fire protection district or

other public entity into which Arcata Fire District is merged, or with which Arcata Fire Protection District is consolidated.

## **Article 28 - Management Rights**

- A. Except as otherwise provided in this agreement and subject to impacts bargaining under the MMBA where required, the District retains, solely and exclusively, whether exercised or not, all express and inherent rights, powers and authority held by it, including, but not limited to the following:
1. To determine and modify the organization, size, and structure of the District.
  2. To set standards for service to be offered to the public.
  3. To direct the employees of the District in order to carry out its Mission, including the right to hire, promote, discipline or discharge employees. The District reserves the right to lay off personnel of the District at any time.
  4. To determine the procedures, as well as standards of selection and testing for employment.
  5. To schedule work, and/or overtime work as required in the manner most advantageous to the District.
  6. To transfer employees to positions within the bargaining unit.
  7. To determine policy affecting the selection or training of new employees. The District shall further determine the content of job classifications and descriptions.
  8. To establish and enforce employee performance standards.
  9. To determine the District's injury and illness prevention program and to take measures to protect and preserve the District's property.
  10. To introduce new, improved, or different methods and techniques of operation or a change in existing methods and techniques, both of which include the determination of equipment and machinery used.
  11. To determine the amount of supervision necessary.
  12. To contract for matters relating to District operations, without prior meeting and conferring, including contracting out bargaining unit work to the extent allowed by law.
  13. The District's inherent and express rights, including those herein specifically referred to that are not expressly modified or restricted by a specific provision hereof, are not in any way, directly or indirectly, subject to meeting and conferring or the Grievance Procedure herein.
  14. To take disciplinary action against employees.
- B. In rare instances of emergency or unusual circumstance, the District may, in its sole discretion, take all necessary actions to carry out its Mission, including but not limited to temporarily suspending one or more provisions of this agreement. Employees will abide by such decisions. The District will exhaust all provisions and/or restrictions of the current Agreement before taking such action and will accept grievances regarding such action.

- C. Both parties recognize that volunteers are an important adjunct to the District's emergency response force. The District will maintain a clear distinction between the District staff covered by this Agreement and the volunteers. The Local agrees to vigorously support and assist in the upgrading of that force and to assist with volunteer training and development.
  
- D. The District's failure to insist upon strict compliance with the terms and provisions of this Article and/or Agreement shall not be interpreted or treated as a waiver of its right to later enforce such terms and provisions. Except as otherwise described in this Article, no statements or agreements between the parties are intended to, in any way, supersede or infringe upon the rights of the Employees.

## **Appendix A - Definitions**

Anniversary Date:	The date that marks an increment of one calendar year from the date of hire. Anniversary Date may be abbreviated A.D.
Apparatus:	Any District vehicle having a number.
Automatic Recall:	An automatic call to duty of all members caused by the occurrence of a disaster such as: earthquake, sever windstorm, floods, etc. which disrupts normal communications.
Bumping:	The process of a person of higher rank demoting to a lower rank, displacing the employee holding that lower rank.
Career Personnel:	Members of the District who are in the full-time employment of the District and are scheduled for duty on a regular basis.
Channels, Through:	The transmission of orders and communications, through the intermediate offices in ascending or descending order of rank.
Chief Officer:	District officer at the Battalion Chief level or above.
Classic Employee:	An employee hired before January 1 <sup>st</sup> , 2013, or as otherwise defined by law.
Collateral Duty:	A duty assigned to, but subordinate to a primary duty concerning specific additional responsibilities which may cross vertical organizational lines of authority, such as a firefighter or Engineer being assigned to oversee public education, hydrant maintenance, mapping, communication systems, et cetera.
Company:	Personnel assigned to apparatus.
Company Officer:	Personnel, usually a Captain, in command of a Company.
Date of Hire:	The date that any employee actually begins employment with Arcata Fire Protection District by either working his assigned shift or workday or begins his on-duty training period.



Day Shift:	Used to define an administrative workday for employees working 40 hours per week, covering the hours of 8 a.m. to 5 p.m.
Dependent Family Member:	Any person living in your household and dependent upon your care.
Dependent Survivor:	A defined by PERS and/or health insurance guidelines.
District:	The term “District” shall mean the Arcata Fire District.
Duty Officer:	The officer scheduled for emergency duty for the day; usually a Chief Officer.
Employee:	As it appears in the MOU an “employee” shall be any person employed and serving in a position or rank covered by this MOU, or any position, rank or title which would be covered by this MOU (i.e., Engineer). This shall not include any volunteer of any nature; criteria to be considered an employee need only be receipt of a regular paycheck, excluding individuals on protected leaves and shall not be in conflict with FBOR. This shall not include reimbursement and shall not include volunteers hired for strike team/coverage/out-of-county/OES assignments.
Employer:	As it appears in the MOU, the “employer” shall mean the Arcata Fire District, the Arcata Fire District Board of Directors, and the Arcata Fire District Administration.
Emergency:	A sudden or unexpected occurrence or combination of occurrences such as fire, flood, -windstorm, etc., demanding prompt action.
False Alarm:	An alarm given with malicious intent or without reasonable cause.
Fire Related Work:	Those activities related to the fire service by their inclusion in the categories of Fire Prevention, Fire Suppression, Fire Service Public Relations and Education and the “in house” areas of maintenance, training and education.
First Due Company:	The company of a first alarm assignment, which normally would arrive at a given location first.
First in Company:	The company which first arrives at the scene.
General Order:	An order issued by the Fire Chief implementing policy.

Grievance:	An allegation that the Employer has violated a specific provision of the Memorandum of Understanding.
Headquarters:	The office of the Fire Chief, the administrative center of the Fire Department and Fire District.
Hydrant Area:	A geographic area where water is supplied by means of water mains from a municipal water supplier to hydrants available for use by fire apparatus in the suppression of fires.
Immediate Family:	Includes father, mother, stepparent, brother, sister, spouse, registered domestic partner, significant other or their dependent (common domicile for a minimum of 12 months), child, stepchild, grandparent, grandchild, mother-in-law, father-in-law.
Leave of Absence:	Special leave, which may be granted in special circumstance.
Local:	As it appears in this MOU, the “Local” shall mean the Arcata Professional Firefighters, Local 4981 and/or those employees or positions covered by the MOU. “Local” may be used interchangeably with “Union.”
Member:	When used in these regulations shall include all personnel.
Memorandum:	A transitory notice issued by the Fire Chief or other authoritative source for guidance and information of members of the District.
Mutual Aid:	Assistance provided to another fire agency on an incident, requesting additional assistance. Examples are USFS/CalFIRE strike team requests, local, state or federal requests to cover unstaffed stations or other requests to respond to an incident out of the fire district.
New Employee:	An employee hired on or after January 1 <sup>st</sup> , 2013, or as defined by law.
Non-Hydrant Area:	Any geographic area where fire hydrants supplied by a municipal water supplier are greater than one thousand (1000) feet or where hydrant flows are documented at less than 500 gallons per minute per hydrant.
Offensive Habits:	Those acts which impede effective working relationships with employees or the general public, as determined by the District.

Official Action Guide:	Consists of rules, regulations, procedures, general orders, resolutions, ordinances, and other directives, which guide members.
Officer:	Engineer, Acting Engineer, Captain, Acting Captain, or higher rank.
Platoon:	The entire firefighting personnel on duty during a prescribed period.
Primary Duty:	The duty which an officer or member is assigned which receives most of his attention.
Properly Relieved:	In order to be properly relieved the member going on duty must be properly uniformed, at the required duty station, physically able and in a mental condition that indicates the ability to assume the required duties.
Safety Employees:	All employees engaged in emergency response activities.
Shift trade:	The practice of an employee arranging for another employee to act as a replacement for a scheduled employee for the total work period of one shift, or the agreed upon portion therein.
Standby:	The practice of an employee arranging for another employee to act as a replacement for a scheduled employee for a period of less than one full shift.
Station:	Any engine house, District building, office, storeroom, workshop, yard, shop or place where members are assigned or employed.
Recall:	A call to duty issued by an officer requiring all personnel to report for duty to control an emergency.
Rules and Regulations:	Personnel guide for the conduct of the members.
Seniority in Rank:	A number representing the number of continuous years of service with the District within any specific rank.
Shift:	One shift shall mean a period of twenty-four (24) consecutive hours.
Special Detail:	One or more members assigned by the Fire Chief to such District service and hours of work as he may see fit during the duty shift.

Still Alarm:	An alarm received other than by District telephone, alarm system or radio.
Temporary Added Duty:	Duty for periods longer than one shift and governed by written confirmation issued at the time of occurrence such as for conferences.
Tenure:	A number representing the number of years of continuous service with the District as a full-time career firefighter.
Training Leave:	Leave granted by the District to allow employees to attend district related training. This time will not be deducted from any of the employee's time banks.
Tribunal of Competent Jurisdiction:	A court or tribunal recognized by law as possessing the right to adjudicate a controversy.
Union:	As it appears in this MOU, "Union" shall similarly mean the Arcata Professional Firefighters, Local 4981 and/or those employees or positions covered by this MOU. "Union" may be used interchangeably with "Local."
Use of Gender:	Whenever a male or female gender is used in this MOU, it shall be construed to include male and female employees.
Visitors:	Persons in quarters who are not members of the District or not providing approved District services, unless disapproved by the District.
Volunteer Personnel:	A member of the District who does not receive any direct individual remuneration.

## **Appendix B - Practices**

- A. Isolated deviations from the MOU and/or other District policy does not create a past practice. Past practices arise if the Parties mutually vary from this Agreement and/or policy repeatedly and consistently.
- B. The known practices of the District are as follows:
  1. District shall continue to provide off street parking for on-duty personnel.
  2. District shall provide a District owned vehicle to employees for use on District business.

3. District shall continue to provide utilities currently available at all stations.
4. District shall continue to provide and maintain all appliances currently in stations and owned by the District now in use for the preparation and storage of food.
5. District shall continue to provide and maintain cooking utensils, flatware, dishes, etc., as are currently available in stations.
6. District will provide necessary furniture such as tables, chairs, beds, mattresses, etc., as are currently available in stations.
7. District shall continue to provide necessary linens, such as dishcloths, sheets, pillowcases, blankets, etc., currently available as well as laundry services to maintain those items.
8. District will continue to provide equipment cleaning supplies such as soap, dish soap, window-cleaning items needed to maintain facilities.
9. District shall continue to provide, one each per member, of similar quality as currently available:
  - a. Food storage locker.
  - b. Full-length clothing and personal storage locker with door capable of being locked.
10. Storage of personal property at District facilities may be allowed at the discretion of the Duty Officer for short term or longer periods subject to the approval of the Fire Chief. Such storage will not be allowed to impair the needs of the District. The District assumes no liability for any personal property stored on or at District facilities.
11. Those items currently owned by the Local that are now located on District property will continue to be stored at District facilities. Any additional storage of Local property shall be subject to the discretion of the Fire Chief and subject to such limitations as may be set forth.
12. Reasonable personal use of such office machines as are available at District facilities (i.e., typewriters, computers, calculators), will be allowed.
13. District will allow reasonable use of copiers and paper at no charge by the District to user.
14. District to allow personal use of District tools in accord with loan policy.
15. Personnel shall have reasonable use of District telephones for personal calls. There will be no additional cost charged to the District for such calls.

16. District to provide, maintain and operate heating systems capable of maintaining 70-degree F temperature in all regularly occupied areas of District facilities.
17. District to provide domestic hot water (115-to-120-degree F) at all District structures provided with toilet facilities.
18. District will provide lighting in accordance with California OSHA requirements. District to provide exterior lighting to provide for safety and security for personnel, visitors and District property.
19. District shall provide safe operating tools for the maintenance of Buildings and Grounds, Equipment and for Emergency Operations.
20. District shall continue to permit members to work on personal projects at the station after 1700 hours, and on off-duty time.
21. District shall continue to allow visitation by the public, friends, family, and others on holidays, during break periods, lunch and after 1700 hours.
22. District shall allow Union meetings to be held in the District Stations, posting on Union bulletin boards shall be allowed.
23. District shall continue to post all notices offering employment received.
24. Members shall have the option of off-duty employment except if the off-duty employment impairs on-duty job performance or is limited by the Rules and Regulations, see policy.
25. The District shall allow one hour of the normal workday for physical fitness efforts.
26. Employees will be allowed to purchase groceries or conduct personal business necessary for the operation of the District during on-duty hours (i.e., return home to change uniform or retrieve equipment).
27. Mealtimes shall be adjusted due to emergencies, special details or other infringing circumstances.
28. Both the District and its employees may find it advantageous to “borrow” various tools in order to complete a project. As these tools represent a substantial investment, the following guidelines shall be followed:
  - a. No tool or piece of equipment shall be loaned for use off premise that is normally carried on mobile apparatus or used at the station if such use might delay response,
  - b. Expendable supplies such as oil, grease, wire, etc., shall not be used except as may be authorized by a Chief Officer. Expendable supplies shall be replaced forthwith,

- c. Tools borrowed to be used off premise may be approved by the Chief or his designee with proper completion of the loan form,
  - d. In the event borrowed equipment or tools should be damaged the borrowing party shall be responsible to repair or replace with equal quality as determined by the Chief or tool owner.
  - e. Unless special permission is received from the Chief, tools shall not be off premise for more than 48 hours.
  - f. Anything that is borrowed is subject to return on demand. This policy shall apply to all tools owned by the District and private tools being used on District projects. Private tools that are on the premise may be borrowed on permission of the owner only.
29. Personnel shall have the option of changing their scheduled vacation choices with the permission of the officer responsible for scheduling.
30. The District shall pay for installation and monthly charges for Cable TV to all stations.
31. On duty personnel may switch station assignment.

## **Appendix C - Temporary Station Residency**

- A. It may be necessary or advantageous for the District to allow temporary residency of personnel at District facilities. The following general rules shall apply:
1. Residency is subject to constant review and may be terminated at any time, without notice, by the Chief or his representative.
  2. Residency privileges are granted solely for the advantage of the District in meeting its commitment to the public.
  3. Overnight residency for employees, interns, or volunteers may be approved by the responsible employee in charge of the station. That responsible employee in charge of the station must provide written documentation to the Fire Chief explaining why a person was denied overnight residency. Overnight residencies for persons not scheduled to work will be limited to one night and cannot displace a person scheduled to work from their bed at the firehouse.
  4. Overnight residency for more than one night shall require the approval of the Fire Chief and the affected station personnel.
  5. Personnel in residence, but not on scheduled duty shall receive no compensation.
  6. Personnel shall be responsible for maintaining personal hygiene and are subject to all applicable rules, regulations and procedures of the District, including discipline, up to and including termination, for violations of said rules, regulations, and procedures. Should there be any problems they shall be referred to the responsible employee in charge of the station. Employees may refer those matters, which are beyond their control to the Fire Chief with recommendation for solutions.



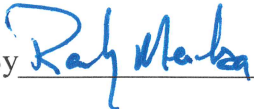
# Appendix D - Sample Schedule

A SHIFT							B SHIFT							C SHIFT						
<b>JANUARY</b>							<b>FEBRUARY</b>							<b>MARCH</b>						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1							1	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28		<sup>23</sup> <sub>30</sub>	<sup>24</sup> <sub>31</sub>	25	26	27	28	29
<b>APRIL</b>							<b>MAY</b>							<b>JUNE</b>						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30					
<b>JULY</b>							<b>AUGUST</b>							<b>SEPTEMBER</b>						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2		1	2	3	4	5	6
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31			<sup>24</sup> <sub>31</sub>	25	26	27	28	29	30	28	29	30				
<b>OCTOBER</b>							<b>NOVEMBER</b>							<b>DECEMBER</b>						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1		1	2	3	4	5	6	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31		<sup>23</sup> <sub>30</sub>	24	25	26	27	28	29	28	29	30	31			

## Ratification and Execution

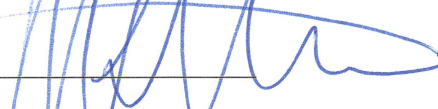
- A. The District and Union acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Union's general membership and adopted in the form of a resolution by the District Board of Directors.
- B. This agreement constitutes a mutual recommendation to the District, by the parties hereto, that one or more ordinances and/or resolutions be adopted accepting its' provisions.
- C. Subject to the foregoing, this Memorandum of Understanding is hereby agreed to by recommended for approval by the authorized representatives of the District and the Union and entered into **April 12, 2022**.

For Board of Directors

By 

Randy Mendosa, President  
Board of Directors  
Arcata Fire Protection District

For Local 4981

By 

Marcus Lillard, President  
Arcata Professional Firefighters Local 4981