

SIDE LETTER AGREEMENT 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”) have met and conferred in good faith pursuant to the Meyers-Millas Brown Act and is entered into with respect to the following:

WHEREAS, pursuant to Resolution No. 22-254, the Parties entered in to a 2022-2023 Memorandum of Understanding (“MOU”) regarding wages, hours, and terms and conditions of employment, and

WHEREAS, the District Board has authorized the salary adjustment to the position of Assistant Chief, a represented position covered by the SMG, and

WHEREAS the District Board also authorized the use of a salary range for the position of Assistant Chief instead of the traditional 5 step scale.

NOW THEREFORE, BE IT RESOLVED that the following updated Article 6, Section 1, will supersede and run parallel to the MOU, which continues in full force in accordance with Article 22 of the MOU.

ARTICLE 6: SALARIES

- 1) Wages: The wages of all employees shall be as set forth in h) & i), hereinbelow.
 - a) A newly appointed safety employee shall begin employment at position Range “Minimum” rate of pay, unless the Fire Chief elects to set the wage at a higher rate of pay, depending on education and experience.
 - b) A newly promoted employee into the represented safety position will be placed at a wage that is ten percent (10%) above their previous rate of pay.
 - c) For represented safety employees, upon the conclusion of their annual performance evaluation by the Fire Chief, the employee may receive a salary increase, not to exceed five percent (5%) per year, corresponding to the overall rating of their performance evaluation.
 - d) A newly appointed miscellaneous employee shall begin employment at Step #1 unless the Fire Chief elects to set the wage at a higher rate of pay, depending on education and experience.
 - e) Upon satisfactory completion of their probationary period, the miscellaneous employee shall progress to the next step, provided that they have been rated satisfactory on their performance evaluation.

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- f) All employee evaluations should be completed 30 days prior to the employee's appointment anniversary date.
- g) Pay Periods are bi-weekly and there are typically 26 periods in the year.
- h) Hourly Pay Rate – Represented Safety (Effective November 12, 2023):

	<i>Range</i>	
	<i>Minimum</i>	<i>Maximum</i>
Assistant Chief	\$56.26	\$68.38

- i) Hourly Pay Rate – Miscellaneous (Effective December 26, 2021):

	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
<i>Business Manager</i>	\$33.72	\$35.41	\$37.18	\$39.03	\$40.98
<i>Fire Prevention Specialist</i>	\$26.65	\$27.98	\$29.38	\$30.85	\$32.29

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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 Board of Directors, this Date November 14, 2023

FOR THE DISTRICT,

FOR SENIOR MANAGEMENT GROUP


Blaine Maynor, Board President


Chris Emmons, Assistant Chief

Date 11/14/23

Date 11/8/2023