

**EMPLOYMENT AGREEMENT BETWEEN
ARCATA FIRE PROTECTION DISTRICT
AND FIRE CHIEF CHRISTOPHER EMMONS**

Table of Contents

Recitals	1
Article I. DUTIES & RESPONSIBILITIES	1
Article II. TERM OF EMPLOYMENT	2
Section 2.01 INITIAL TERM	2
Section 2.02 EXTENDED TERM	2
Article III. SALARY & PERFORMANCE EVALUATIONS	2
Section 3.01 SALARY	2
Section 3.02 GOAL SETTING & PERFORMANCE EVALUATIONS	3
Section 3.03 MERIT INCREASES	3
Article IV. DRIVER LICENSE REQUIREMENT	4
Article V. RESIDENT REQUIREMENTS	4
Article VI. BENEFITS	4
Article VII. TERMINATION & SEVERANCE	4
Section 7.01 EMPLOYMENT AT-WILL	4
Section 7.02 VOLUNTARY RESIGNATION BY THE EMPLOYEE	4
Section 7.03 TERMINATION FOR GOOD CAUSE	4
Section 7.04 TERMINATION WITHOUT GOOD CAUSE	5
Section 7.05 RETURN RIGHTS	5
Article VIII. CONVICTION OF A CRIME	6
Article IX. INDEMNIFICATION & DEFENSE OF EMPLOYEE	6
Article X. Firefighters Procedural Bill of Rights Act	7
Article XI. NOTICES	7
Article XII. GENERAL PROVISIONS	7
Section 12.01 GOVERNING LAW	7
Section 12.02 ENTIRE AGREEMENT	7
Section 12.03 MODIFICATION	7
Section 12.04 NO ASSIGNMENT	7
Section 12.05 SEVERABILITY	8
Section 12.06 SUCCESSOR AGENCY	8
Article XIII. ORIGINALS	8
Signatures	8
Exhibit A – Fire Chief Job Description	9
Exhibit B – Benefits	16

**EMPLOYMENT AGREEMENT BETWEEN
ARCATA FIRE PROTECTION DISTRICT
AND FIRE CHIEF CHRISTOPHER EMMONS**

This Fire Chief Employment Agreement (“AGREEMENT”) is made and entered into by and between the Arcata Fire Protection District (“DISTRICT”) and CHRISTOPHER EMMONS (“EMPLOYEE”). The DISTRICT and EMPLOYEE may each sometimes be referred to hereafter as “Party” or jointly as “Parties”.

WHEREAS, the DISTRICT has employed the EMPLOYEE since August 15, 2022; and

WHEREAS, the DISTRICT desires to employ the EMPLOYEE as Fire Chief for the DISTRICT pursuant to the authority as set forth in applicable state law, including, but not limited to, Health and Safety Code § 13861; and

WHEREAS, the DISTRICT and the EMPLOYEE desire to set forth in the AGREEMENT each of the terms, conditions, and benefits of such employment; and

WHEREAS, the EMPLOYEE desires to accept employment as the Fire Chief.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Article I. DUTIES & RESPONSIBILITIES

- A. The EMPLOYEE will be employed as the Fire Chief of the DISTRICT or in such other official capacities as the BOARD may, from time to time, designate. The Fire Chief serves as the DISTRICT’s chief executive officer and reports directly to the DISTRICT’s Board of Directors (“BOARD”).
- B. The EMPLOYEE will do and perform all services, acts, functions and duties necessary or advisable to manage and conduct the affairs of the DISTRICT, as provided for and specified in the DISTRICT’s “Fire Chief Job Description”, set forth in Exhibit A and which is incorporated herein as if set forth in full, and as directed or authorized by the BOARD.
- C. The EMPLOYEE will devote his full time, energy and attention to the Fire Chief position and agrees to perform the functions and duties of Fire Chief to the best of his abilities. The EMPLOYEE will generally work normal office hours Monday through Friday, from 08:00 to 17:00, with one paid hour for lunch. Such normal hours may vary as the EMPLOYEE may be required as Fire Chief to perform duties and responsibilities outside the normal business hours of the DISTRICT, such as attendance at each meeting of the BOARD and other meetings or events, which may be required by the DISTRICT. The

EMPLOYEE shall also be able to be reached and be available to respond during other hours, as necessary to perform the continuing duties of the position.

- D. The DISTRICT and its BOARD members will oversee the administrative services of the DISTRICT only through the Fire Chief, except for purposes of inquiry into performance of the EMPLOYEE, and neither the BOARD nor any member thereof will give orders to any subordinate of the Fire Chief.

Article II. TERM OF EMPLOYMENT

Section 2.01 INITIAL TERM

- A. The CONTRACT shall become effective when signed by both Parties. The term of this CONTRACT is five (5) years measured from the effective date.
- B. The EMPLOYEE's employment as Fire Chief shall commence on or before August 2, 2024 unless the Parties agree otherwise in writing. If the EMPLOYEE intends to resign at any time before the expiration of the term of this CONTRACT, he shall notify the DISTRICT in writing at least 90 days before the date he intends to cease employment. If the EMPLOYEE fails to provide such notice or if the EMPLOYEE otherwise terminates his employment with the DISTRICT, the EMPLOYEE shall be entitled to no severance payment other than earned leave balances.

Section 2.02 EXTENDED TERM

- A. The Employee shall notify the DISTRICT in writing no more than 180 and no less than 90 calendar days before expiration of the contract term of his intent to renew or not to renew this CONTRACT. If the EMPLOYEE fails to notify the DISTRICT in writing or notifies the DISTRICT that he does not intend to renew, then this CONTRACT shall expire automatically after five (5) years after the effective date. If the EMPLOYEE notifies the DISTRICT that he wishes to renew, the DISTRICT shall notify the EMPLOYEE in writing within 30 calendar days thereafter of the DISTRICT's intent whether to extend or not to extend the EMPLOYEE's CONTRACT for an additional two (2) years.

Article III. SALARY & PERFORMANCE EVALUATIONS

Section 3.01 SALARY

- A. The salary range for Fire Chief contains a first step at \$128,964.00 per year and a top step at \$156,757.00 per year. The DISTRICT agrees to pay the EMPLOYEE an initial annualized base salary at the rate of \$128,964.00, payable bi-weekly as earned, EMPLOYEE will be paid at the same time and method as other DISTRICT employees are paid. EMPLOYEE'S pay is subject to all legal required withholdings and optional deduction of any sums as may be agreed upon between EMPLOYEE and the DISTRICT. The EMPLOYEE is only

entitled to the salary that the EMPLOYEE earned each pay period, based upon the time period in which he was employed in the Fire Chief position.

- B. This is a Federal Fair Labor Standards Act exempt position, and the EMPLOYEE will not be entitled to overtime compensation.

Section 3.02 GOAL SETTING & PERFORMANCE EVALUATIONS

- A. The EMPLOYEE will schedule a closed session employee performance evaluation item on the agenda for a Board of Director's meeting no later than June 30 each year. The EMPLOYEE will schedule this meeting pursuant to applicable provisions of the Ralph M. Brown Act. During this closed session meeting and any necessary follow-up meetings, the BOARD will establish performance goals and objectives that it wishes the EMPLOYEE to address or achieve during the next fiscal year. The BOARD will include these goals and objectives in a written performance evaluation that it will prepare by approximately June 30th of each year. The BOARD may, in its discretion, establish a committee to meet with the EMPLOYEE for the purpose of informing the EMPLOYEE about the performance goals and objectives and to discuss the results of the EMPLOYEE'S performance evaluation.
- B. By or about June 30 each year, or at such time as may be mutually agreed by the Parties, the BOARD will meet in closed session with the EMPLOYEE to review and discuss his written performance evaluation. The BOARD will provide the EMPLOYEE with a written summary statement of the evaluations at a reasonable time prior to the closed session meeting and provide the EMPLOYEE an adequate opportunity to discuss his evaluation with the BOARD in closed session. The EMPLOYEE will sign the performance evaluation to acknowledge that he is aware of its contents. The evaluation shall be sealed and marked "Confidential, Authorized Personnel Only", and be placed in the EMPLOYEE's personnel file. The EMPLOYEE's performance will not be classified as "unsatisfactory" for purposes of compensation setting in Article III, Section 3.03 in the absence of a written summary statement making such a determination.

Section 3.03 MERIT INCREASES

- A. Each year the BOARD will determine if it will increase EMPLOYEE'S salary. The BOARD will determine salary increases based upon the EMPLOYEE'S merit as determined in his performance evaluation and upon the District's financial condition. Merit-based salary increases will normally be between 5.0% and 15.0% of the EMPLOYEE'S current salary. Salary increases for EMPLOYEE need not be delayed or otherwise affected by labor negotiations and labor agreements for any other District staff. However, the EMPLOYEE acknowledges and agrees that salary increases are not automatic and are given solely at the BOARD's discretion.

Article IV. DRIVER LICENSE REQUIREMENT

- A. At all times during the EMPLOYEE's employment with the DISTRICT as Fire Chief, he is required to possess a valid California Driver's License, Class C with Firefighter endorsement.

Article V. RESIDENT REQUIREMENTS

- A. The EMPLOYEE agrees to reside in a location that allows him a response time of within fifteen (15) minutes to the boundaries of the DISTRICT. Questions about interpretation of response time will be resolved in the BOARD's sole determination. Exceptions to this rule may be granted by the DISTRICT in writing when, in the opinion of the BOARD, conditions warrant such an exception.

Article VI. BENEFITS

- A. The EMPLOYEE shall be entitled to the employment benefits as set forth in Exhibit "B" hereto, under the same terms and conditions offered to other DISTRICT employees, as such benefit policies are in effect and which may be modified from time to time, and subject to eligibility requirements.

Article VII. TERMINATION & SEVERANCE

Section 7.01 EMPLOYMENT AT-WILL

- A. Both the EMPLOYEE and the DISTRICT acknowledge and agree that the employment relationship between the EMPLOYEE and the DISTRICT is "employment at-will"

Section 7.02 VOLUNTARY RESIGNATION BY THE EMPLOYEE

- A. The EMPLOYEE may end this AGREEMENT and resign from employment with the DISTRICT at any time and for any reason. Though he is under no obligation to do so, as a courtesy to the DISTRICT, the DISTRICT requests that the EMPLOYEE make reasonable efforts to give at least 90 calendar days' advance notice prior to resigning his employment with the DISTRICT.

- B. The EMPLOYEE shall not be entitled to severance pay in the event of his resignation.

Section 7.03 TERMINATION FOR GOOD CAUSE

- A. The EMPLOYEE's status as Fire Chief and rights under this CONTRACT may be terminated for Good Cause by the DISTRICT, but only by four-fifths (4/5) vote of the DISTRICT's Board of Directors. For "Good Cause" may be defined as a (1) breach of contract, (2) failure to perform the responsibilities as set forth in this agreement, in applicable law, as specified in the DISTRICT's job description for Fire Chief and the DISTRICTS policies and procedures

or (3) medical incapacity to comply with this contract and/or perform the responsibilities summarized in this Section 7.03(A).

- B. Notwithstanding the "at-will" nature of the employment for the position of Fire Chief, the Employee will nonetheless have the rights afforded to him under Government Code section 3254(c). The EMPLOYEE shall receive 45 days' written notice of such pending action. The EMPLOYEE shall then be entitled to a conference with the Board at which time the EMPLOYEE shall be given a reasonable opportunity to address the Boards concerns. The EMPLOYEE shall have the right to have representation of his choice at the conference with the DISTRICT Board
- C. There shall be no severance pay under this section in the event of termination of employment. However, if the EMPLOYEE is separated for medical reasons, the District will comply with any applicable law providing benefits associated with those medical reasons.

Section 7.04 TERMINATION WITHOUT GOOD CAUSE

- A. The EMPLOYEE's status as Fire Chief and rights under this CONTRACT may be terminated without "Good Cause" by the DISTRICT, but only by four-fifths (4/5) vote of the DISTRICT's Board of Directors. The EMPLOYEE shall receive 180 days' written notice. If the DISTRICT elects to exercise its rights under the section and terminate this CONTRACT during its term less than three (3) years after the commencement date, the EMPLOYEE shall have return (bump back) rights as described in Article VII, Section 7.05. If the termination of this CONTRACT under this section is more than three (3) years after the commencement date, the EMPLOYEE shall receive an amount of then current salary and benefits equal to one year, payable monthly.

Section 7.05 RETURN RIGHTS

- A. If, at the time of termination, the EMPLOYEE has been working as Fire Chief for the DISTRICT for less than three years, based on the commencement date of employment, the EMPLOYEE shall be entitled to the following return rights, provided that the EMPLOYEE is not being terminated pursuant to Government Code 53243:
 - i. The EMPLOYEE will be reassigned to a classification equal to that of Assistant Chief.
 - ii. Benefits will remain unchanged.
 - iii. Salary will be frozen until cost-of-living adjustments and/or raises bring that of Assistant Chief, Step 3 (or top step) in the DISTRICT to parity with EMPLOYEES current salary.
 - iv. Seniority would be retained for all past years of service.
- B. For the first three (3) years of this contract, the EMPLOYEE may voluntarily request a demotion from his employment with the DISTRICT. The EMPLOYEE shall give the DISTRICT

60 calendar days advanced notice unless the Parties agree otherwise. If this situation arises, the provisions of Section 7.05 subsections (1, 2, and 3) will apply. The EMPLOYEE would be placed at the current salary for top step Assistant Chief.

- C. All of Section 7.05 shall terminate three (3) years after the effective date and shall not affect the rest of the provisions of the CONTRACT.

Article VIII. CONVICTION OF A CRIME

- A. Notwithstanding any provision to the contrary, the EMPLOYEE shall reimburse to the DISTRICT any and all leave salary which may be paid to the EMPLOYEE pending any investigation of the employment related conduct of the EMPLOYEE if the EMPLOYEE is convicted on a crime involving an abuse of his office or position as defined in Government Code 53243.4.¹
- B. Notwithstanding any provision to the contrary, the EMPLOYEE shall reimburse the DISTRICT and all funds provided for the legal criminal defense of the EMPLOYEE if the EMPLOYEE is convicted of a crime involving the abuse of his office or position as defined in Government code 53243.4.²
- C. Notwithstanding any provision to the contrary, the EMPLOYEE shall reimburse the DISTRICT and all cash settlement provided to the EMPLOYEE, which is related to the termination of the EMPLOYEE if the EMPLOYEE is convicted of a crime involving the abuse of his office or position as defined in Government code 53243.4.³

Article IX. INDEMNIFICATION & DEFENSE OF EMPLOYEE

- A. The DISTRICT must, consistent with the provisions of Government Code section 810 *et. seq.*, defend, save, and hold harmless, and indemnify the EMPLOYEE against any tort, professional liability, claim or demand of legal action, arising out of an alleged act or omission occurring in the performance of the EMPLOYEE's duties or actions related to his position as Fire Chief. The DISTRICT will provide and pay a full legal defense with an attorney of DISTRICT's choosing to represent the EMPLOYEE's interest. Legal representation provided by the DISTRICT for the EMPLOYEE will extend until final determination of legal action, including all appeals brought by either party, and will be provided under a reservation of rights to not pay any judgment, compromise or settlement if it is established by a judicial decision or jury verdict after completion of all appeals that the claim arose out of an act that fell outside the scope of EMPLOYEE's duties

¹ California Government Code § 53243

² California Government Code § 53243.1

³ California Government Code § 53243.2

and employment or was the result of a criminal act, or willful or wanton misconduct or the EMPLOYEE.

- B. The DISTRICT will provide and pay all costs of fidelity or other bonds required for the EMPLOYEE.

Article X. Firefighters Procedural Bill of Rights Act

- A. Provisions of the Firefighters Procedural Bill of Rights Act, California Government Code Section 3250 et seq, applicable to employees with the rank of Fire Chief apply to EMPLOYEE.

Article XI. NOTICES

- A. Any notice relating to or required by this AGREEMENT must be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally or by generally recognized overnight courier service, or three (3) business days after deposit in the United States mail, certified or registered, return receipt requested with postage prepaid addressed the EMPLOYEE's last known mailing address.
- B. Each party may change address by written notice in accordance with this paragraph.

Article XII. GENERAL PROVISIONS

Section 12.01 GOVERNING LAW

- A. This AGREEMENT is governed by the laws of the State of California, and the rights and obligations of the Parties hereto will be construed and enforced in accordance with the laws of the State of California.

Section 12.02 ENTIRE AGREEMENT

- A. The terms, conditions, provisions, and covenants of this AGREEMENT are intended by the Parties as a final expression of their agreement with respect to such terms, conditions, and covenants as are included in this AGREEMENT and may not be contradicted by evidence of any prior or contemporaneous agreement. This AGREEMENT specifically supersedes any prior written or oral agreements between the Parties.

Section 12.03 MODIFICATION

- A. The AGREEMENT may be modified by mutual written agreement of the Parties.

Section 12.04 NO ASSIGNMENT

- A. The EMPLOYEE may not assign or transfer any rights granted or obligations assumed in this AGREEMENT.

Section 12.05 SEVERABILITY

A. If any terms, provisions, conditions, and covenants of this AGREEMENT are held invalid or unenforceable, the remainder of this AGREEMENT will not be affected thereby and remains valid and enforceable to the fullest extent permitted by law.

Section 12.06 SUCCESSOR AGENCY

A. It is the intent of the Parties that, to the extent permitted under the law, this AGREEMENT shall bind any agency which is successor to the DISTRICT.

Article XIII. ORIGINALS

A. This AGREEMENT may be executed in two (2) duplicate originals, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument. This AGREEMENT consists of 8 pages, which constitute the entire understanding and agreement of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the dates written below with the intent to be bound thereby.

“DISTRICT”

“EMPLOYEE”

DATED: April 9, 2024

DATED: April 9, 2024

BY: 
Eric Loudenslager, President

BY: 
Christopher Emmons



ARCATA FIRE DISTRICT

Job Description

FIRE CHIEF

Division: Administration
 Supervisor: Fire District Board
 Effective: January 11, 2022
 Revised: 2021

Bargaining Unit: Unrepresented
 FLSA Status: Exempt
 PERS Status: Safety

BRIEF DESCRIPTION OF THE CLASSIFICATION:

Performs very complex leadership and managerial work to plan, organize, direct, staff, and control all District programs and operations in accordance with Board policy and applicable laws, regulations, and requirements. Plans and directs the implementation of strategic goals and objectives based on the District’s established mission and vision. Ensures District-wide operational readiness at all times. Supervises all personnel, including subordinate managers and supervisors. Plans and designs operational and administrative programs and projects. May participate in emergency response activities as a duty officer on an as needed or rotating basis. Performs other related duties as required.

Receives policy direction from the District Board of Directors.
 Exercises direct and indirect supervision over subordinate staff, including subordinate managers and supervisors.

OVERALL PHYSICAL STRENGTH DEMANDS:

Sedentary	Light X	Medium	Heavy	Very Heavy
S = Sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L = Light Exerting up to 20 lbs. occasionally, 10 lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M = Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10 lbs. constantly.	H = Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH = Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the classification. The following examples do not identify all duties performed by any single incumbent. Specific requirements of individual positions are described in the Job Description.

1	S	Plans, organizes, directs, staffs, and controls all District operations and programs; works with the District Board to determine strategic goals, plans, and objectives in accordance with applicable laws, regulations, rules, and requirements.
2	L	Develops and directs the implementation of operational and/or programmatic work plans; monitors work quality and quantity; reviews and evaluates work products, methods and procedures; identifies opportunities for improving service delivery methods and procedures and develops plans for implementing organizational changes and delegates activities effectively; directs system improvements and changes.

ARCATA FIRE DISTRICT

Job Description

FIRE CHIEF



3	L	Supervises District staff, including subordinate managers and supervisors; administers personnel policies in accordance with department policies, federal and state labor laws, and applicable employee represented group MOUs; directs staff recruitment and selection; allocates human resources; evaluates and develops employees through advising and coaching.
4	S	Oversees the administration of employee and labor relations matters; authorizes personnel actions, including employee discipline as required; develops and recommends District goals and objectives to the Board for bargaining purposes; represents the District in meet and confer activities.
5	S	Reviews and assesses organizational training needs; authorizes training programs; approves the attendance of District staff and volunteers at training programs and seminars; oversees the implementation of policies and procedures related to training activities.
6	S	Oversees the development and administration of the District's annual operating budget; monitors expenditures and implements budgetary adjustments as needed; conducts research on a variety of topics, conducts cost/benefit analyses, and determines future service needs; develops capital improvement plans and projects for Board approval; oversees purchasing activities in accordance with District policy.
7	L	Prepares and presents Board items and staff reports; conducts analytical research on a variety of administrative and operational matters; directs surveys and the development of statistical and narrative reports; prepares complex correspondence; oversees the development and maintenance of records, including confidential human resources records.
8	L	Manages and oversees District operational readiness activities, including periodic safety inspections of assigned vehicles, equipment, and/or facilities; approves required maintenance and repair with external vendors as required; approves specifications for the purchase of firefighting apparatus and equipment, emergency medical services and rescue equipment.
9	L	Researches, investigates, responds to, and resolves difficult and sensitive citizen inquiries and complaints as well as internal incidents; reviews incident reports, ensuring they contain accurate, complete and legitimate information.
10	L	Attends and participates in external meetings, conferences, workshops, and training sessions; researches and stays current on emerging trends and innovations in the field; schedules, conducts, and/or attends internal staff meetings.
11	L	Assigns special projects and assignments to subordinate staff.
12	L	Represents the District to regulatory officers, other fire agencies, businesses, community organizations/groups, the media, and the public; responds appropriately to inquiries and concerns; provides required information; prepares press releases, outreach materials, or other public information.
13	M	Directs and oversees fire prevention programs, including fire inspections and plan reviews; directs and oversees public education and public relations activities; speaks to businesses, schools, clubs, and a variety of citizen groups in order to promote public awareness and the interest in fire safety; conducts

ARCATA FIRE DISTRICT

Job Description

FIRE CHIEF



		media interviews and press conferences; may serve as the District's designated fire marshal.
14	L	Directs and oversees District safety programs; reviews investigations of employee accidents and evaluates recommendations to improve safety procedures; directs and oversees District wellness and/or fitness programs.
15	L	Directs and oversees the development and/or implementation of new technologies; administers contracted information technology services.
16	H	May serve as duty officer on a periodic or rotating basis by responding to and managing all-staff fire, rescue, hazardous materials, emergency medical, and other incidents; applies the incident command system as well as accepted emergency management techniques; participates in all aspects of firefighting and medical assistance operations as necessary, including the operation of various fire apparatus, vehicles, and equipment; coordinates with external agencies as needed to request or authorize District participation in mutual aid activities; directs origin and cause investigations and reviews investigative reports; testifies in court as required.

CLASS REQUIREMENTS:

Any combination of training and experience that provides the required knowledge and abilities may be qualifying. A typical way to obtain the required qualifications is described below.

SKILL	REQUIREMENT
Formal Education / Knowledge	Bachelor's degree from an accredited four-year college or university with major coursework in fire service management, public administration, business administration, or a related field.
Experience	10 years of progressive experience in municipal fire service, including at least three years as a chief officer, including administration, suppression, training, prevention, and public relations. Knowledge and experience with California Fire District Laws, regulations, taxation, and funding methods.
Certifications and Other Requirements	<ul style="list-style-type: none"> • EMT-1 • CSFM Chief Fire Officer, or NFA Executive Fire Officer • ICS 400 • NIMS 700/800 • Valid insurable Class C Driver's license with firefighting endorsement • Hazmat First Responder Operations
Desirable Qualifications	<ul style="list-style-type: none"> • Experience with fire service volunteers or in a combination department • Significant experience with budget preparation, fiscal management and personnel regulations and management • Experience in the operation of a California Fire District
Required Knowledge	Advanced principles and practices of fire department administration, including suppression, prevention, inspection, investigation, damage control, and emergency medical services, as

ARCATA FIRE DISTRICT

Job Description

FIRE CHIEF



	<p>well as applicable laws, codes, and ordinances; special district administrative policies and practices, including Board relations, budget development, fiscal administration, labor relations, and personnel administration; organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs; principles and practices of employee supervision, including work planning, assignment, delegation, review, and evaluation; common building construction techniques and practices related to fire safety; fire prevention building regulations related to fire sprinklers, alarm systems, elevators, and other related systems; techniques of driving varied emergency vehicles and operating a wide range of fire equipment and apparatus; fire ground hydraulics; hazardous materials response; confined space awareness; SIDS; blood borne pathogens; elder/child abuse; wildland firefighting; local geography and streets; safety practices related to fire service and emergency medical response work; basic computer operations and standard business applications; English usage, grammar, spelling, vocabulary, punctuation; advanced public relations and customer service techniques.</p>
<p>Specialized Abilities</p>	<p>Plan, organize, direct, staff, and control all operational and/or programmatic areas within a fire department; understand, interpret and enforce laws, regulations, policies, procedures, and requirements related to the fire service; plan and develop strategic and operational work plans; assign, supervise, review, and evaluate the work of subordinate personnel, including subordinate managers and supervisors; ensure that staff receive appropriate training to perform their assigned duties; develop and delegate collateral duties, projects, and programs to subordinate staff; administer personnel and labor relations matters; safely direct and participate in fire suppression, rescue, and salvage work; direct and participate in the provision of emergency medical care at a BLS level; safely direct and participate in the management of hazardous materials and other types of emergency incidents in accordance with established procedures; operate vehicles, equipment, and apparatus safely and in conformance with District procedures and traffic laws; learn the geography of the District and the location of fire suppression utilities.</p>
<p>Reading Ability</p>	<p>Ability to read various reports, professional publications, technical references, rules and regulations, codes and ordinances, legal documents, and general correspondence.</p>
<p>Math Ability</p>	<p>Perform general math calculations such as addition, subtraction, multiplication and division; calculate water flow problems.</p>
<p>Communication Ability</p>	<p>Communicate effectively in English, both orally and in writing; write complex letters, reports, memos, research findings, operational procedures, and general correspondence.</p>

ARCATA FIRE DISTRICT

Job Description

FIRE CHIEF



Computer Ability	Operate a personal computer and utilize standard business software.
Supervisory / Organizational Control Ability	Supervise and manage subordinate employees, including subordinate managers and supervisors; assign work duties, plan training, realign work as needed, conduct performance evaluations, and authorize hiring/disciplinary actions and work objectives.
Managerial Ability	Direct and oversee strategic planning and logistical analyses; organize all agency operations for maximum effectiveness and efficiency; prioritize and direct all functions, services, and activities; determine staffing requirements and authorize hiring; allocate and control resources; establish broad organizational goals.
Complexity and Decision-Making Ability	Choose actions within very broad Board policies with significant latitude for determining methods, practices and procedures; apply substantial independent initiative and professional judgment to determine the proper course of action, often without the benefit of precedent.
Budgeting Responsibility	Oversee the preparation and administration of the district budget; review and approve expenditures of significant budgeted funds; research and prepare recommendations for budget expenditures.
Interpersonal / Human Relations Ability	Establish and maintain effective working relationships with those contacted in the course of work; interact frequently with the Board for strategic and authorization purposes; communicate frequently with subordinates within the organization as well as with external regulatory agents, other fire agencies, businesses, community organizations/groups, the media, and the public; work frequently with various state and federal agencies; communicate with vendors and suppliers to obtain information on purchases, supplies or products.

ARCATA FIRE DISTRICT

Job Description

FIRE CHIEF



PHYSICAL DEMANDS:

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
C = Continuously 2/3 or more of the time.	F = Frequently From 1/3 to 2/3 of the time.	O = Occasionally Up to 1/3 of the time.
		R = Rarely Less than 1 hour per week.
		N = Never Never occurs.
Standing	O	Ladders, rooftops, truck platforms, painting, repair and maintenance work, public relations, training.
Sitting	F	Computer, desk work, answering telephone, driving
Walking	F	Emergency response, visiting stations, safety and routine inspections
Lifting	O	Medical equipment and supplies, fire equipment and supplies, patients, stretchers, debris.
Carrying	O	Medical equipment and supplies, fire equipment and supplies, patients, stretchers, debris.
Pushing/Pulling	O	Medical equipment and supplies, fire equipment and supplies.
Reaching	O	Medical equipment and supplies, fire equipment and supplies.
Handling	O	Medical equipment and supplies, fire equipment and supplies.
Fine Dexterity	F	Computer keyboard, writing, checking equipment, patient care.
Kneeling	O	Firefighting, patient care, maintenance and cleaning, training.
Crouching	O	Firefighting, patient care, maintenance and cleaning, training.
Crawling	R	Firefighting, patient care, maintenance and cleaning, training.
Bending	O	Firefighting, patient care, maintenance and cleaning, training.
Twisting	O	Firefighting, patient care, maintenance and cleaning, training.
Climbing	O	Ladders, steps, rooftops, truck platforms.
Balancing	O	On ladders, steps, rooftops, truck platforms.
Vision	C	Computer, desk work, observations at fire scenes, driving.
Hearing	C	Firefighters, police, dispatch, general public.
Talking	F	Firefighters, police, dispatch, general public.
Foot Controls	O	Driving, depressing siren switch.
Other (specify)	N	

ARCATA FIRE DISTRICT

Job Description

FIRE CHIEF



MACHINES, TOOLS, EQUIPMENT, AND WORK AIDS:

Emergency medical equipment including airways, oxygen, monitor/defibrillators, stretchers, backboards and stokes baskets, diagnostic equipment, and basic first aid supplies; firefighting equipment including fire hoses and appliances, portable ladders, rope, fans, portable lights; general hand tools; portable electric, mechanical, pneumatic, hydraulic, and gasoline powered tools; emergency vehicles including sedans, heavy fire apparatus, and support/utility vehicles and associated equipment; and communications equipment including radios, computer hardware and software, and cellular telephones.

ENVIRONMENTAL FACTORS:

D = Daily		W = Several Times Per Week		M = Several Times Per Month		S = Seasonally		N = Never	
HEALTH AND SAFETY			ENVIRONMENTAL FACTORS			PRIMARY WORK LOCATION			
Mechanical Hazards	M	Dirt and Dust	M	Office Environment	D				
Chemical Hazards	M	Extreme Temperatures	M	Warehouse	--				
Electrical Hazards	M	Noise and Vibration	D	Shop	--				
Fire Hazards	M	Fumes and Odors	M	Vehicle	--				
Explosives	S	Wetness/Humidity	S	Outdoors	--				
Communicable Diseases	S	Darkness or Poor Lighting	S	Other (see 1 below)	D				
Physical Danger or Abuse	M								
Other	N								

(1) Fire stations and emergency incident scenes

PROTECTIVE EQUIPMENT REQUIRED:

Turn out gear, fire gloves, fire resistive hood, helmet, safety glasses, safety shoes, self-contained breathing apparatus (SCBA), Wildland PPE (including helmet, shroud, goggles, nomex shirt, nomex pants, approved Wildland boots, gloves, and web-gear with fire shelter), body substance isolation garments, N95 mask, latex exam gloves, traffic safety vest.

NON-PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time.	F = Frequently From 1/3 to 2/3 of the time.	O = Occasionally Up to 1/3 of the time.	R = Rarely Less than 1 hour per week.	N = Never Never occurs.
NON-PHYSICAL DEMANDS				
Time Pressures				F
Emergency Situations				F
Frequent Change of Tasks				F
Irregular Work Schedule/Overtime				F
Performing Multiple Tasks Simultaneously				F
Working Closely with Others as Part of a Team				F
Tedious or Exacting Work				F
Noisy/Distracting Environment				F

EXHIBIT B

LEAVE

VACATION - The EMPLOYEE shall be entitled to regularly scheduled time off each year as a result of vacation. Vacation must be used in 8 hour or greater increments. The EMPLOYEE shall not 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.

The EMPLOYEE is entitled to vacation leave at the time of retirement or separation shall receive straight time for any unused hours of vacation leave. In the event that the employee is entitled to vacation leave at the time of his death, his dependent survivors shall receive vacation pay on the same basis.

Vacation days shall be to be earned annually at a rate of 176 hours on January 1 of each year:

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Unused vacation shifts shall be considered a vested benefit and will be accumulated so as not to exceed 400 hours. The EMPLOYEE may exercise the option to be paid cash for unused accumulated vacation days. The maximum number of hours that an employee can request to be paid for each year is 160. Time accrued in excess of the above limits shall be paid out at straight time with the first pay period in January.

HOLIDAYS – Paid holidays for the EMPLOYEE are the recognized eleven days the office is closed: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and the Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day.

Any other day declared a National or State holiday and observed as a legal holiday as directed by the DISTRICT Board of Directors shall be taken as a paid holiday.

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.

SICK LEAVE – The EMPLOYEE shall receive sick leave at a rate of eight (8) hours a month. Sick leave accumulation is unlimited. Sick leave must be used in 8 hour or greater increments. Accrued sick leave to care for a sick family. The family member need not have a "disability" or "serious health condition" for this provision to apply it may include medical, dental and vision care appointments of a family member. "Family member" includes a spouse, registered domestic partner, child, stepchild, parent, stepparent, siblings or stepsiblings, grandparents, grandchild, mother-in-law, and father-in-law.

Unused sick leave will be converted to years of service upon retirement from the DISTRICT.

BEREAVEMENT LEAVE – The EMPLOYEE may be absent from work by reason of the death of a member of the employee's immediate family. The EMPLOYEE shall be

allowed a leave of absence with full pay not to exceed five days per occurrence; this leave will not be cumulative.

MANAGEMENT LEAVE - In addition to the other leaves granted herein, the EMPLOYEE shall be entitled to 96 hours of management leave per calendar year. Management leave that is not used during the calendar year shall not carry over to the next year and shall be removed without compensation. Management leave must be used in 8 hour or greater increments.

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INSURANCES

MEDICAL INSURANCE – The DISTRICT requires all employees to have medical insurance. The DISTRICT shall pay 100% of the CALPERS Gold health insurance plan for the EMPLOYEE and his eligible dependents. The EMPLOYEE shall pay the difference between the Platinum and Gold plans if he elects to participate in the Platinum Plan.

If the EMPLOYEE has alternative medical insurance coverage, he will not be required to participate in the DISTRICT's medical insurance plan. The EMPLOYEE is required to provide verification of such alternative coverage to the DISTRICT during the open enrollment period and all subsequent years the EMPLOYEE chooses to Opt-Out. While participating in the Opt-Out option, the DISTRICT shall reimburse the EMPLOYEE up to a total of \$3000 in the aggregate for eligible dependents per year for medical expense reimbursement. With receipt, the following items are eligible for reimbursement: Co-payments, deductible related medical expenses, healthcare expenses incurred as a result of not using preferred care providers. The EMPLOYEE shall pay for the services rendered.

Upon retirement of the DISTRICT will keep the EMPLOYEE only paid enrollment in the DISTRICT's health insurance plan 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 the annuitant reaches age 65.
 2. The District shall allow the annuitants to add eligible dependents at their own expense.

To qualify the EMPLOYEE must meet the definition of an "annuitant" as defined by the Public Employees' Medical and Hospital Care Act ("PEMHCA"). 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)(1) of the PEMHCA. Each month the DISTRICT will provide the retired EMPLOYEE a non-taxable reimbursement issued in the full 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 cost of enrollment of the employee, enrolled in the DISTRICT provided health care plan.

The DISTRICT shall allow the EMPLOYEE to add eligible dependents at their own expense.

DENTAL INSURANCE – The District shall pay 100% of the premium for dental coverage for the EMPLOYEE and qualified dependents.

When the EMPLOYEE retires, he may purchase dental insurance through the DISTRICT for him and his dependents. The retired EMPLOYEE pays 100% of the premium cost.

VISION INSURANCE – The DISTRICT is self-insured for employees and their dependents. The EMPLOYEE shall pay for the services rendered. The DISTRICT shall reimburse the employee up to a total of \$280 per person per year with receipt.

OTHER INSURANCE - Other insurance benefits provided by the DISTRICT at no cost to the EMPLOYEE.

Life Insurance: Employee coverage: \$50,000 & Spousal coverage: \$20,000
 Disability Insurance: *Employee only*
 Air Ambulance Membership: *Family*
 Employee Assistance Program

RETRIEMENT

The EMPLOYEE shall have retirement benefits derived from the contract between the Arcata Fire Protection District and the Public Employees Retirement System (PERS) as outlined below:

Provision Type	Provision Name	Government Code Section	Effective Begin Date
Death Benefit	\$500 Retired Death Benefit	21620	10/30/2011
1959 Survivor Benefit Level	1959 Survivor Benefit Level 3	21573	10/30/2011
Cost of Living Allowance	2% Annual Cost-of-Living Allowance Increase	21329	10/30/2011
SR Benefit Formula	3% @ 55 Formula for Firefighter or Local Safety Member	21363.1	10/30/2011
Additional Service Credit	Additional Service Credit 2 Years-Local Member	20903	10/30/2011
Final Compensation Period	Final Compensation 1 Year	20042	10/30/2011
Military/Relocation Credit	Military Service Credit as Public Service	21024	10/30/2011
Military Relocation Credit	Military Service Credit for Retired Persons	21027	10/30/2011
Post Retirement Survivor Allowance	Post-Retirement Survivor Allowance	21624/26/28	10/30/2011
Post Retirement Survivor Allowance	Post-Retirement Survivor Allowance to Continue After Remarriage	21635	10/30/2011
Death Benefits	Pre-Retirement Death Benefits to Continue After Remarriage of Survivor	21551	10/30/2011

Death Benefits	Pre-Retirement Option 2W Death Benefit	21548	10/30/2011
Prior Service	Prior Service	20055	10/30/2011
Military/Relocation Credit	Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	21023.5	10/30/2011
Service Credit	Public Service Credit for Periods of Layoff	21022	10/30/2011
Sick Leave Credit	Unused Sick Leave Credit- Local Member	20965	10/30/2011
Value of EPMC Reported	Value of EPMC Reported to PERS as Earnings	AFPD Resolution No. 99-080	06/01/1999

At retirement, the EMPLOYEE shall be paid in full, at the EMPLOYEE's current hourly pay rate, for any unused vacation time.

OTHER FRINGE BENEFITS

VEHICLE – The EMPLOYEE is required to have a vehicle at all times to exercise the powers and to perform the duties of his position. The EMPLOYEE is expected to be on call and available at all times when acting as the Duty Officer, and available at all times for administrative duties, unless out of the area. The use of such vehicle shall be subject to any existing or future DISTRICT policy established with respect to such vehicle.

DEFERRED COMPENSATION - The District will provide up to \$200.00 match per pay period for the EMPLOYEE if he is participating in the program. CE

CELL PHONE – The DISTRICT will to provide a monthly cell phone allowance to the EMPLOYEE for use his cell phone to perform his official duties. The allowance will not be considered as part of the EMPLOYEE's salary. The allowance is intended to cover the majority of expected usage for an EMPLOYEE's personal cell phone and calling plan, recognizing that the EMPLOYEE retains the benefit of personal usage and having control over the equipment and plan selected.

The DISTRICT will provide a reimbursement of \$65 per month payable in advance with the first pay period of the fiscal year. There is no requirement for receipts or records to be provided; however, in the event that the employee discontinues use of the cell phone, the DISTRICT will be immediately notified, and the reimbursement suspended.

MEALS – The EMPLOYEE spends a significant amount of time attending meetings, these meetings may be held during mealtimes. Examples of these meetings include but are not limited to: Fire Chief's Association, MCSD/USCG/HCSO, Rotary, and Humboldt Bay Fire Chief's. The DISTRICT recognizes the importance of attending these meetings in an effort to build relationships and share information with agencies that regularly work with the DISTRICT and rely on. The DISTRICT approves the use of funds to reimburse or pay for the EMPLOYEE's reasonable meal expenses incurred as a result of these meetings.

TRAINING – The DISTRICT agrees to budget and pay for professional training as needed or required for the EMPLOYEE in his position as Fire Chief. The training, in addition to the personal growth of the EMPLOYEE, should be for the good of the DISTRICT. The parties should outline the EMPLOYEE's professional development plan at his annual performance evaluation.

CLOTHING ALLOWANCE – The EMPLOYEE as Fire Chief may be required to wear, while on duty, a full and distinctive uniform, including required patches and other attachments to the uniform. The DISTRICT shall supply the employee with all uniform requirements. The EMPLOYEE's clothing allowance shall be \$750 per year and shall be renewed on July 1 of each year. Unused uniform allowance shall not carry over from prior years. The clothing allowance shall be used to purchase items as outlined in the District's Uniform Policy.

PROFESSIONAL DUES – The DISTRICT agrees to budget and pay for the professional dues and subscriptions of the EMPLOYEE necessary for his contribution and full participation in those national, regional, state, and local associations and organizations. These memberships may be necessary or desirable for the EMPLOYEE's continued professional participation, growth, and advancement, and for the good of the DISTRICT, the same as other employees of the DISTRICT.

EMERGENCY RESPONSE PAY - The EMPLOYEE, if qualified according to California Incident Command Certification System (CICCS), will earn emergency response pay portal to portal, for mutual aid responses under the Six-Party or State of California Master Mutual Aid agreements.

- a) They shall be paid at the listed rates in the CAL FIRE agreement: Mutual Aid; Local Agency Agreement; (Assistance By Hire); California Fire Assistance Agreement (CFAA). This payrate does not include response covered by a local mutual-aid or auto-aid agreement. When determining the pay rate, the District shall refer to the most current CAL FIRE or CFAA contract.
 - i) Pay will be given for assignments such as Strike Teams; Cal OES requests; disaster responses outside of the District; County, State, & Federal Disasters inside of the District; or any other type of special emergency inside/outside of the District which requires the employee(s) to be held on duty or to respond back for extended operational periods.
 - ii) Employees will not receive additional pay when on these assignments if they are working their normal shift schedule.
 - iii) Pay will be distributed on a pass-through basis.
 - iv) The District shall compensate employees regardless of reimbursement at the listed hourly pay rates.
 - v) Only additional days or hours will be compensated at this rate.