

Resolution Number: 22-254

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING AND SIDE LETTER BETWEEN THE ARCATA FIRE PROTECTION DISTRICT AND THE ARCATA FIRE DISTRICT SENIOR MANAGEMENT GROUP

**WHEREAS**, the Board of Directors of the Arcata Fire Protection District (Board), acting by and through its appointed negotiator, and representatives of the Arcata Fire District Senior Management Group (SMG), a duly recognized employee organization representing the Assistant Chief and Business Manager classifications, 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 years 2022-2024.; and

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

**WHEREAS**, the SMG voted to accept the MOU attached as Exhibit "A," and Side Letter attached as Exhibit "B" incorporated by reference; and

**WHEREAS**, the Board intends that the MOU be retroactively effective to December 26, 2021 which is the beginning of the first pay period in calendar year 2022.

**NOW THEREFORE, BE IT RESOLVED THAT** the Arcata Fire Protection District Board of Directors hereby approves the MOU and Side Letter and authorizes the Board President to execute both documents.

**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: Johnson, Loudenslager, Maynor and Mendosa

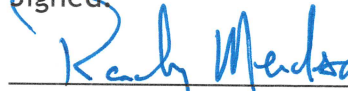
Nays: Rosen

Abstain: None

Absent: None

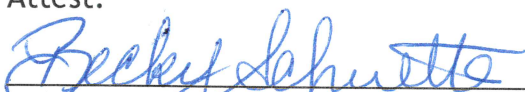
**DATED:** January 11, 2022

Signed:



Randy Mendosa, President

Attest:



Becky Schuette, Board Clerk/Secretary



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ARCATA FIRE PROTECTION DISTRICT  
&  
ARCATA FIRE DISTRICT SENIOR  
MANAGEMENT GROUP

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Memorandum of Understanding 2022-2024

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## ARTICLE 1: RECOGNITION

The District hereby recognizes that the Arcata Fire District Senior Management Group (hereinafter referred to as "SMG") is the sole and exclusive representative of Senior Management Employees consisting of the following classes:

- 1) The members of Senior Management include any person employed in, or assigned to, the following classifications:
  - a) Assistant Fire Chief (Considered a Safety position)
  - b) Business Manager (Considered a Miscellaneous position)
- 2) Represented positions working in an interim capacity will receive the following salary and benefits covered in this agreement:
  - a) Article 3: Seniority, as it pertains to vacation time off
  - b) Article 5: Work Schedule and Hours of Work
  - c) Article 6: Salaries, Step-one (1) salary for position they are working in
  - d) Interim positions transferring from shift schedule to Regular Work Week Schedule shall have all accrued time off (except sick leave) converted using the formula for conversion for the accrued hours as follows (Holidays, Vacation):
    - i)  $(\text{Shift balance}) \times (.714) = (\text{Day shift balance})$  Shift to Days
    - ii)  $(\text{Day shift balance}) \times (1.4) = (\text{Shift balance})$  Days to Shift
- 3) Employees promoting to positions covered in this MOU shall be paid out for unused and/or unscheduled CTO at the hourly pay rate of their previous rank.
  - a) Article 7: Duty-Shift Trades
  - b) Article 13: Bereavement Leave
  - c) Article 15: Use of District Vehicle
  - d) Article 18: Meal Reimbursement
- 4) Where appropriate, this MOU will refer to two different employee classifications: Safety and Miscellaneous.

## ARTICLE 2: PREVAILING RIGHTS

- 1) All rights, privileges, and working conditions specifically detailed in the agreement shall remain in full force and effect during the term of this agreement unless changed by specifically detailed mutual consent.

## ARTICLE 3: SENIORITY

- 1) The District shall establish a seniority list, which shall be maintained at Headquarters.
- 2) The seniority list shall be based on the date of appointment in any one of the classes represented by the SMG. Interim and assigned positions will also have seniority based on date of appointment.
- 3) 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.

## ARTICLE 4: RETIREMENT

- 1) Represented Classic Safety personnel hired before 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:

<b>Provision Type</b>	<b>Provision Name</b>	<b>Government Code Section</b>	<b>Effective Begin Date</b>
SR Benefit Formula	3% @ 50 Local Safety Member	21362.2	07/29/2007
Military/Relocation Credit	Military Service Credit as Public Service	21024	07/01/2005
Military Relocation Credit	Military Service Credit for Retired Persons	21027	07/01/2005
Death Benefits	Pre-Retirement Option 2W Death Benefit	21548	07/01/2005
Military/Relocation Credit	Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	21023.5	07/01/2005
Service Credit	Public Service Credit for Periods of Layoff	21022	07/01/2005
Sick Leave Credit	Unused Sick Leave Credit- Local Member	20965	09/14/2003
Post Retirement Survivor Allowance	Post-Retirement Survivor Allowance to Continue After Remarriage	21635	01/01/2000
Death Benefits	Pre-Retirement Death Benefits to Continue After Remarriage of Survivor	21551	01/01/2000
Final Compensation Period	Final Compensation 1 Year	20042	07/25/1999
Additional Service Credit	Additional Service Credit 2 Years- Local Member	20903	02/04/1997
1959 Survivor Benefit Level	1959 Survivor Benefit Level 3	21573	10/01/1988
Post Retirement Survivor Allowance	Post-Retirement Survivor Allowance	21624/26/28	10/01/1988
Cost of Living Allowance	2% Annual Cost-of-Living Allowance Increase	21329	04/01/1971
Death Benefits	\$500 Retired Death Benefit	21620	12/01/1969
Prior Service	Prior Service	20055	07/07/1968
Value of EPMC Reported	Value of EPMC Reported to PERS as Earnings	AFPD Resolution No. 99-080	06/01/1999

2) Represented Classic Safety personnel 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:

<b>Provision Type</b>	<b>Provision Name</b>	<b>Government Code Section</b>	<b>Effective Begin Date</b>
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



3) Safety personnel hired on or after January 1, 2013, and considered new members under Section 7522.04(f) of the Public Employees' Pension Reform Act of 2013 (PEPRA) shall have retirement benefits derived from the contract between the Arcata Fire Protection District and the Public Employees Retirement System (PERS) as outlined below:

<b>Provision Type</b>	<b>Provision Name</b>	<b>Government Code Section</b>	<b>Effective Begin Date</b>
Death Benefit	\$500 Retired Death Benefit	21620	01/01/2013
1959 Survivor Benefit Level	1959 Survivor Benefit Level 3	21573	01/01/2013
Cost of Living Allowance	2% Annual Cost-of-Living Allowance Increase	21329	01/01/2013
SR Benefit Formula	2.7% @ 57 Formula for Safety Members	7522.25(d)	01/01/2013
Additional Service Credit	Additional Service Credit 2 Years-Local Member	20903	01/01/2013
Final Compensation Period	Final Compensation 3 Years	20037	01/01/2013
Military/Relocation Credit	Military Service Credit as Public Service	21024	01/01/2013
Military Relocation Credit	Military Service Credit for Retired Persons	21027	01/01/2013
Post Retirement Survivor Allowance	Post-Retirement Survivor Allowance	21624/26/28	01/01/2013
Post Retirement Survivor Allowance	Post-Retirement Survivor Allowance to Continue After Remarriage	21635	01/01/2013
Death Benefits	Pre-Retirement Death Benefits to Continue After Remarriage of Survivor	21551	01/01/2013
Death Benefits	Pre-Retirement Option 2W Death Benefit	21548	01/01/2013
Prior Service	Prior Service	20055	01/01/2013
Military/Relocation Credit	Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	21023.5	01/01/2013
Service Credit	Public Service Credit for Periods of Layoff	21022	01/01/2013
Sick Leave Credit	Unused Sick Leave Credit- Local Member	20965	01/01/2013
Value of EPMC Reported	Value of EPMC Reported to PERS as Earnings	AFPD Resolution No. 99-080	06/01/1999

- 4) Retirement benefits for Classic Miscellaneous Employees shall be, derived from the contract between Arcata Fire Protection District and the Public Employees Retirement System (PERS) as outlined below:

<b>Provision Type</b>	<b>Provision Name</b>	<b>Government Code Section</b>	<b>Effective Begin Date</b>
SR Benefit Formula	2.7% @ 55 Formula for Local Miscellaneous Members	21354.5	07/29/2007
Military/Relocation Credit	Military Service Credit as Public Service	21024	07/01/2005
Military Relocation Credit	Military Service Credit for Retired Persons	21027	07/01/2005
Death Benefits	Pre-Retirement Option 2W Death Benefit	21548	07/01/2005
Military/Relocation Credit	Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	21023.5	07/01/2005
Service Credit	Public Service Credit for Periods of Layoff	21022	07/01/2005
Sick Leave Credit	Unused Sick Leave Credit- Local Member	20965	09/14/2003
Death Benefits	Pre-Retirement Death Benefits to Continue After Remarriage of Survivor	21551	01/01/2000
Final Compensation Period	Final Compensation 1 Year	20042	07/25/1999
1959 Survivor Benefit Level	1959 Survivor Benefit Level 3	21573	10/01/1988
Death Benefit	\$500 Retired Death Benefit	21620	11/15/1987
Cost of Living Allowance	2% Annual Cost-of-Living Allowance Increase	21329	11/15/1987
Prior Service	Prior Service	20055	11/15/1987
Value of EPMC Reported	Value of EPMC Reported to PERS as Earnings	AFPD Resolution No. 99-080	06/01/1999

- 5) Retirement Benefits for New Member (PEPRA) Miscellaneous Employees by CalPERS shall pay 50% of the normal cost as the Employee Contribution. CalPERS shall determine the normal cost. 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:

<b>Provision Type</b>	<b>Provision Name</b>	<b>Government Code Section</b>	<b>Effective Begin Date</b>
Death Benefit	\$500 Retired Death Benefit	21620	01/01/2013
1959 Survivor Benefit Level	1959 Survivor Benefit Level 3	21573	01/01/2013
SR Benefit Formula	2% @ 62 Formula for Miscellaneous/Industrial Members	7522.20	01/01/2013
Cost of Living Allowance	2% Annual Cost-of-Living Allowance Increase	21329	01/01/2013
Final Compensation Period	Final Compensation 3 Years	20037	01/01/2013
Military/Relocation Credit	Military Service Credit as Public Service	21024	01/01/2013
Military Relocation Credit	Military Service Credit for Retired Persons	21027	01/01/2013
Death Benefits	Pre-Retirement Death Benefits to Continue After Remarriage of Survivor	21551	01/01/2013
Death Benefits	Pre-Retirement Option 2W Death Benefit	21548	01/01/2013
Prior Service	Prior Service	20055	01/01/2013
Military/Relocation Credit	Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	21023.5	01/01/2013
Service Credit	Public Service Credit for Periods of Layoff	21022	01/01/2013
Sick Leave Credit	Unused Sick Leave Credit- Local Member	20965	01/01/2013

- 6) For all non-PEPRA represented employee's, the CalPERS member contribution shall be paid by the District as an Employer Paid Member Contribution.
- 7) At retirement, the represented employee shall be paid in full, at their current hourly rate, for any unused vacation time, or holiday(s) earned.

## ARTICLE 5: WORK SCHEDULE & HOURS OF WORK

- 1) For all represented employees, the workweek begins at 0800 Sunday and ends at 0759 the following Sunday. The regular work schedule will be a 5/8's (5 eight-hour days) which will be Monday-Friday 0800-1700 hours. Chief Officer's may, at the discretion of the Fire Chief, work a 4/10 schedule (4 ten-hour days).
- 2) All represented Safety Positions:
  - a) Are considered management positions and are compensated as salaried employees and therefore are exempt from the Fair Labor Standards Act (FLSA).
  - b) There shall be no accrual of compensatory time off (CTO) for Represented Safety employees.
- 3) All represented Miscellaneous positions:
  - a) Are compensated as hourly employees and covered by FLSA.
  - b) The Miscellaneous employees may accrue CTO for hours worked beyond eight (8) hours/day and/or forty (40) hours/week.
    - i) CTO hours shall be accrued at the rate of time and one-half times the hours worked
    - ii) Hours shall be cashed out at the current hourly pay rate and paid out at straight time.
    - iii) The employee may bank up to forty (40) hours of CTO each year.
    - iv) CTO banks will be paid to zero (0) during the last pay period of the year.
    - v) CTO may be taken as time off only when it is convenient to the District in terms of operational ability.
    - vi) CTO requests will be scheduled on a first-come-first-served basis.
- 4) Chief officers working a may utilize a "flex time" schedule for their work hours in recognition of the requirements of their position to attend various functions and meeting that occur outside of the normal 0800 to 1700 business workday.

## ARTICLE 6: SALARIES

- 1) Wages: The wages of all employees shall be as set forth in d) & e), hereinbelow.
  - a) A newly appointed employee shall begin employment at Step #1. Upon satisfactory completion of the first 1st-year probationary period, the employee shall progress to Step #2. Upon satisfactory completion of the second 2nd year, the employee shall progress to Step #3, et cetera.
  - b) All employees must have been rated satisfactory on their performance evaluation prior to any salary step increases. Said evaluations should be completed 30 days prior to the employee's anniversary date.
  - c) Pay Periods are bi-weekly and there are typically 26 periods in the year.
  - d) Hourly Pay Rate – Represented Safety (Effective December 26, 2021:

	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
Assistant Chief	\$48.01	\$50.41	\$52.93	\$55.58	\$58.36

- e) 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

- 2) Deferred Compensation: The District will provide a \$100.00 match per pay period for employees participating in the program.
- 3) Emergency Response Pay: Chief Officers who are 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.
- vi) Emergency response pay cannot be taken as CTO.

## ARTICLE 7: DUTY-SHIFT TRADES

- 1) Duty-Shift trades may be arranged by exempt employees to allow more flexible scheduling and to enable the individual to accomplish any personal business. Trades may be arranged only by, and for the benefit of, the involved employees
- 2) Shift trade requests shall be initiated by the employee using the current form and/or scheduling program. The necessary steps and forms shall be completed at any time prior to the initiation or start of the shift trade.

## ARTICLE 8: UNIFORM ALLOWANCE

- 1) All represented 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.
  - a) The District shall supply the employee with all uniform requirements.
  - b) The uniform allowance may only be used to purchase items as outlined in the District's Uniform Policy.
  - c) The clothing allotment is \$750.00 per fiscal year for each represented Safety employee.
- 2) All represented miscellaneous employees may wear District approved logo wear in lieu of business attire.
  - a) The clothing allotment for logo wear is \$400 per fiscal year for Miscellaneous employees.
- 3) Uniform allowances renew on July 1, annually.
- 4) Clothing allotments are considered pensionable income for Employees classified as Classic, in accordance with CalPERS regulations; therefore, the District shall report to PERS the total amount of the clothing allotment used by each employee, fiscally and retroactively in accordance with the CalPERS reporting requirements.
- 5) Work (station) boots as described in the District Uniform Policy will be replaced by the District as needed.



## ARTICLE 9: INSURANCE BENEFITS

- 1) The District provides the following insurance benefits for represented employees and, in certain situations defined within this Article, their eligible family members (i.e., spouse, natural or legally adopted children, or others as defined by insurance contracts).
  - a) Health Care: PERS Gold
    - i) OPT-OUT: Employees wishing or required to Opt-Out of health insurance provided under this agreement because of secondary insurance offered by a spouse/domestic partner or other means are eligible for reimbursement of medical expenses incurred as follows:
      - (1) Co-payments, deductible related medical expenses, healthcare expenses incurred as a result of not using preferred care providers.
      - (2) The employee shall pay for the services rendered.
      - (3) The District shall reimburse the employee up to a total of \$3000 per family per year with receipt.
    - ii) UP-GRADE: Employees wishing to upgrade/change their coverage to a CalPERS health plan more expensive than PERS Gold may do so at their own expense. The employee will be responsible to cover the difference in the monthly premium and will be done through automatic payroll deduction
  - b) Dental: Delta Dental
  - c) Vision: District Self-Insured
    - i) Vision care is self-insured for employees and their dependents.
    - ii) The District shall reimburse the employee up to a total of \$280 per person, per year, with an itemized receipt for
      - (1) Vision Services
      - (2) Prescription Lenses
      - (3) Prescription Contact Lenses.
  - d) Life Insurance: The Standard
    - (1) Employee Coverage (Basic Group Life) = \$50,000
    - (2) Employee Coverage (Group AD&D) = \$50,000
    - (3) Spouse & Family Coverage (Group Family Life) = Spouse 20K; 10K per child
  - e) Long Term Disability Insurance (Employee only): The Standard
  - f) Air Ambulance (covers residing household members): AirMedCare Network
  - g) Employee Assistance Program: Magellan/FDAC
- 2) District Provided Retiree Health Insurance
  - a) Retired employees and (in certain situations defined within this Article) eligible family members will be enrolled in PERS Gold for in-state retirees and PERS Platinum for out-of-state retirees at District expense.
    - (1) To qualify for retiree health benefits, employees must meet the definition of an "annuitant" as defined by the PEMHCA. Eligibility of family members following the death of a retired employee will be determined pursuant to CalPERS'

regulations and policies, including the PEMHCA and one of the following conditions

- (2) **Represented Safety employees hired before July 1, 2008**, will be provided coverage, for the annuitant and eligible dependents, in the District provided Health Care plan after they retire in good standing from the District.
  - (3) **Represented Safety employees hired between July 1, 2008 and December 31, 2014**, will be provided coverage, for the annuitant only. Post-retirement dependent health care coverage is not available, however, annuitants may add eligible dependents at their own expense.
  - (4) **Represented Safety employees hired on or after January 1, 2015**, will be provided coverage, for the annuitant only according to the following schedule:
    - (i) Less than ten (10) years of service – None
    - (ii) Ten or more years of service – 5% of the premium cost paid for each year of service provided, including the first ten years retroactively (100% at 20 years of service).
    - (iii) Premiums paid until annuitant reaches age 65.
  - (5) **Classic Miscellaneous employees hired on July 1, 2016**, will be provided coverage, for the annuitant only. Post-retirement dependent health care coverage is not available, however, annuitants may add eligible dependents at their own expense.
    - (i) Premiums paid until annuitant reaches age 65.
- b) The District will contribute to CalPERS the minimum amount necessary to pay the cost of their enrollment in the District provided health insurance. The contribution will be equivalent to the minimum employer contribution required under Section 22892(b)(l) of the Public Employees' Medical and Hospital Care Act ("PEMHCA").
  - c) Each month the District will provide each retiree enrolled in the District provided Health Care plan a non-taxable reimbursement issued in the appropriate amount, to pay for the difference between the District's minimum contribution to PERS (required under Section 22892(b)(l) of the PEMHCA) and the full cost of enrollment of the employee and their dependents, if any, enrolled in the District provided health care plan.

## ARTICLE 10: HOLIDAYS

- 1) All represented employees will receive the eleven (11) holidays the office is closed as paid holiday leave (136 hours). The recognized days are:
  - a) January 1st New Year's Day
  - b) Third Monday in January, Martin Luther King Jr. Day
  - c) Third Monday in February, President's Day
  - d) Last Monday in May, Memorial Day
  - e) July 4<sup>th</sup>, Independence Day
  - f) First Monday in September, Labor Day
  - g) November 11<sup>th</sup>, Veteran's Day
  - h) Last Thursday in November, Thanksgiving Day
  - i) Friday following Thanksgiving Day
  - j) December 24<sup>th</sup>, Christmas Eve Day
  - k) December 25<sup>th</sup>, Christmas Day
  - l) Any other day specially declared a National or State holiday and observed as a legal holiday by the District Board
- 2) If the holiday occurs on a Saturday, the District will observe the preceding Friday as the day the office is closed. If the holiday fall on a Sunday, the District will observe the following Monday as the day the office is closed.
- 3) Represented Safety employees will receive an additional forty-eight (48) hours of holiday leave, per year, in addition to the eleven (11) days the office is closed for holidays.
- 4) In the event that any of the holiday hours are not used by the last pay period paid of the calendar year (based on the preceding 26 pay periods), all unused hours will be made cashed out at the employees' regular rate of pay in first pay period of the December.
  - a) This payment is not reportable normal earnings or special compensation, pursuant to Gov. Code 20636, 7522.34, CCR 571 (Classic) and 571.1 (PEPRA).

## ARTICLE 11: VACATION

- 1) 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.
- 2) Any employee who is entitled to vacation leave at the time of retirement or separation shall receive one (1) hour pay for each unused hour of vacation leave.
  - a) 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.
  - b) Employees shall not use vacation leave during the two months immediately preceding his or her effective date of retirement unless approved by the Fire Chief.
- 3) Vacation shifts shall be considered to be earned based on the following schedule:

	Represented Employees
After 1 Year	96 hours
After 5 Years	112 hours
After 10 Years	128 hours
After 15 Years	144 hours
After 20 Years	160 hours
After 25 Years	176 hours

- 4) The following requirements apply to the use and accrual of vacation:
  - a) Employees working a Regular Work Schedule
  - b) Vacation requests should be submitted to the Fire Chief at least two weeks in advance.
  - c) Employees shall be allowed to hold over four hundred (400) hours of vacation.
  - d) Time accrued in excess of the 400 hours shall be paid out at straight time in the first pay period in January.
  - e) Every effort should be made to use the accumulated time in the year earned.
  - f) Employees may exercise the option to be paid cash for unused accumulated vacation hours.
  - g) The employee must request to be paid out for unused hours before March 31st of each calendar year.
  - h) The maximum number of hours that an employee can request to be paid out is one hundred sixty (160).
  - i) Employees promoting to a rank covered in this MOU shall be paid out for unused vacation at the hourly pay rate of their previous rank.
  - j) Employees switching from the Shift Work Schedule to a Regular Workweek will convert accrued time off using the following conversion formula (Holidays, Vacation):

- i)  $(\text{Shift balance}) \times (.714) = (\text{Day shift balance})$  Shift to Days
- ii)  $(\text{Day shift balance}) \times (1.4) = (\text{Shift balance})$  Days to Shift
- k) A log showing vacation accrual for all positions shall be kept current at Headquarters and be readily available upon request.
- l) Represented Safety employees taking vacation that causes duty coverage needs will require approval of the Fire Chief and will be approved on seniority if there is a conflict.

## ARTICLE 12: SICK LEAVE

- 1) Personal Sick Leave:
  - a) Sick leave with pay will be granted by the District at the rate eight (8) hours per month for all represented employees. Sick leave shall not be considered a privilege, which an employee may use at their discretion but shall be allowed only in case of necessity in actual sickness or disability.
  - b) 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.
  - c) There shall be no limitation on the accrual of unused sick leave.
  - d) The Duty Chief or Fire Chief shall be the contact for sick leave use.
  - e) Should an emergency arise during the work period, sick leave hours will be deducted as used and recorded.
  - f) All applicable FMLA/CFRA/PDL/PFL statutes will be available and applicable provisions abided, by the District and the employees.
  - g) Represented 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 13: BEREAVEMENT LEAVE

- 1) Any eligible employee who is absent from work because 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 five days per occurrence (Regular Work Week). This leave will not be cumulative.
  - a) In the event of more than one simultaneous death, this time may be extended as approved by the Fire Chief.
- 2) All leaves of absence for family death shall require approval of the Chief. In granting family death leave, only time off 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/her designee prior to the beginning of the affected workday.

## ARTICLE 14: ASSIGNMENT OUT OF GRADE

- 1) The Fire Chief shall have the ability to fill a temporary position. A temporary reassignment of personnel shall be as follows:
  - a) An employee, selected to fill a temporary position shall be appointed from a current promotional eligibility list. In the absence of a current eligible list, the senior member of the next lower rank shall receive the temporary appointment.
  - b) If the temporary position is more than 90 days, the position must be reviewed by the District Board of Directors.
  - c) The temporary position shall receive a temporary salary increase.
  - d) The adjusted temporary salary shall be the amount of the starting salary for the position being filled.



## ARTICLE 15: USE OF DISTRICT VEHICLES

- 1) Represented Safety positions living in the District will be issued a take-home District vehicle for the purposes of emergency response, and/or other District related business.
- 2) The following conditions will apply to the use of these vehicles:
  - a) Operators of all vehicles must possess a valid, insurable California Driver License.
  - b) The vehicle will be maintained and prepared for response to all emergency calls.
  - c) The District recognizes that the Officers may need to conduct personal business while using District vehicles. The District permits this use as it allows the Chief Officers to maintain their availability for emergency response throughout the District.
  - d) All District employees and any passenger in a District vehicle will be properly restrained by an approved seat belt.
  - e) The vehicle will be made available for use by other personnel when the Officer assigned the vehicle is on vacation or otherwise unavailable.

## ARTICLE 16: ADJUSTED WORK ASSIGNMENT

- 1) Positions covered under this MOU will be allowed to work in an adjusted work assignment as approved by the Fire Chief. Such cases would be considered a modified assignment that accounts for circumstances such as injury leave, workers compensation, or sick leave when the employee is not capable of performing all of their normal duties.

## ARTICLE 17: CELL PHONE REIMBURSEMENT

- 1) Represented Safety positions will receive a monthly cell phone allowance. 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.
- 2) The District will provide a reimbursement of \$65 per month to each member of the SMG, payable in advance with the first pay period of the fiscal year. There is no requirement for receipts or records to be provided however, if the employee discontinues use of the cell phone, the District Business Manager will be immediately notified, and the reimbursement suspended.

## ARTICLE 18: MEAL REIMBURSEMENT

- 1) The District will pay for or reimburse, reasonable meal expenses, which are incurred as a result of attending meetings that are held during mealtimes

## ARTICLE 19: DUTY CHIEF ASSIGNMENT

- 1) The Fire District requires a Chief Officer to be available as Duty Chief to provide specialized supervisor, management, and incident command capabilities.
- 2) Chief Officers will arrange a duty week rotation so that one Chief Officer will be assigned as a Duty Chief at all times.
  - a) The current practice provides for a Duty Chief rotation that starts at 1700 on Thursday and ends at 1700 on the next Thursday, 7 days later. Chief Officers may use a different rotation with mutual consent of all Officers covering the Duty Chief assignment.
  - b) The current practice provides three Duty Chiefs, each covering one Duty Week every three weeks.
- 3) Chief officers holding the duty will reside in a location within the boundaries for the District.

## ARTICLE 20: SEPARATION FROM EMPLOYMENT

- 1) An employee separating for non-retirement and/or non-disciplinary reasons shall be paid in full all accrued and unused vacation and holiday and overtime hours. These hours shall be paid according to the rates listed in this agreement.
  - a) In the event of work-related death, the employee's beneficiary(s) will receive 100% of the employee's accrued sick leave as a cash payment regardless of tenure. Should it be necessary, this benefit can be paid out over 12 months.
  - b) Buy-back of accrued sick leave will be paid at the employee's hourly base rate of pay then in effect, times the above-listed percentage.
- 2) The cash payment shall be disbursed to the separating employee via:
  - a) Lump-sum cash payment (less applicable taxes)
  - b) Deposited to the employee's deferred compensation account (as allowed under terms and conditions of the plan and Internal Revenue Service regulations)
  - c) A combination of both options, at the election of the employee, or dependent survivor.
- 3) Employee(s) discharged for cause are not eligible for the buyback benefit.

## ARTICLE 21: LAY OFF PROCEDURE

- 1) Layoff lists shall be prepared by the Fire Chief and shall take into consideration job performance and length of service. For the purpose of determining the list, these elements shall be in the following order:
  - a) Seniority is determined by the date of entry into the SMG (see Article 3 - Seniority).
  - b) The 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 on the original (hiring list) entry position with the Department.
- 2) 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 served in a lower classification, shall be allowed to use all years for both positions as seniority credit to establish a position on lower classification layoff list (bumping). Otherwise, seniority shall be determined by the number of years in the rank in which the employee is presently serving. Seniority credit will be based on years of service or prorated years of service based on twelve (12) months per year.
- 3) In the event the layoff of employees is contemplated, the District shall provide wherever possible, at least ninety (90) calendar day's written notice of such.
- 4) Employees bumped shall be placed on a permanent promotional eligibility list for all promotions provided they are regular, full-time employees of the Arcata Fire Protection 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.
- 5) Employees actually laid off shall be placed on a rehire list for a five (5) year period.
  - a) Employees who are laid off shall be placed on a reinstatement eligibility list for five (5) years. 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 salaried placement as though they were newly hired or promoted.
  - b) Vacation accrual rates shall only be reinstated to an employee within two (2) years of being laid off.
- 6) If an employee has been laid off for one (1) year or more, the employee must go through a new probation period upon reinstatement.
- 7) Except as provided above, an employee shall not receive credit for time spent on layoff in computing time for any benefit entitlement.
- 8) In the event an employee refuses reinstatement, the employee's name shall be removed from the re-employment list.
- 9) 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 22: DURATION OF MEMORANDUM OF UNDERSTANDING

- 1) The provisions of this Memorandum of Understanding shall take effect **December 26, 2021 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 for modified by unilateral action by the District.
- 2) 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 mutual consent to modify the provisions of the then-current MOU.
- 3) If any Article or Section of the Memorandum of Understanding or an Addendum hereto 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.
- 4) For purposes of this Article, the Arcata Fire Protection District Board of Directors is not a "tribunal of competent jurisdiction".
- 5) The obligations imposed under this agreement on Arcata Fire Protection 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 Protection District is merged, or with which Arcata Fire Protection District is consolidated.



## ARTICLE 23: MANAGEMENT RIGHTS

- 1) Except as otherwise provided in this agreement, the District retains all rights, powers, and authority exercised or held by it, including, but not limited to the following:
  - a) To determine and modify the organization and structure of the District.
  - b) To set standards for service to be offered to the public.
  - c) To direct the employees of the District to conduct its Mission.
  - d) To determine the procedures, as well as standards of selection and testing for employment.
  - e) To take disciplinary action against employees for cause.
- 2) In rare instances of emergency or unusual circumstance, the District may find it necessary to temporarily suspend one or more provisions of this agreement to accomplish its Mission. 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 after the conclusion of the emergency or unusual circumstance.
- 3) Both parties recognize that the 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 Employees agree to vigorously support and assist in the upgrading of that force and to assist with Volunteer training and development.
- 4) Nothing in this article is intended to, in any way, supersede or infringe upon the rights of the Employees.

## ARTICLE 24: INCORPORATION OF SIDE LETTER

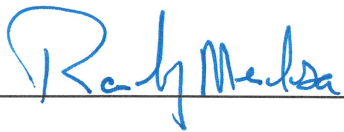
- 1) The side letter executed by the District and the SMG on January 11, 2022, which addresses administrative issues relevant to individual employees in the bargaining unit, is incorporated herein in full.

## RATIFICATION AND EXECUTION

The District and the SMG acknowledge that this Memorandum of Understanding shall not be in full force and effect until signed by the SMG representative and adopted in the form of a resolution by the District Board or Directors.

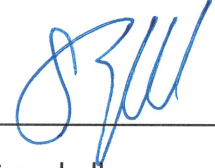
Subject to the foregoing, the Memorandum of Understanding is hereby agreed to and entered into **January 11, 2022**.

For Fire District

By 

Randy Mendosa, President  
Arcata Fire Protection District

For Senior Management Group

By 

Sean Campbell  
SMG Representative

Side Letter Between the Arcata Fire Protection District  
&  
the Arcata Fire Senior Management Group

The Arcata Fire Protection District ("District") and the Arcata Fire District Senior Management Group ("SMG") met and conferred in good faith and reached an agreement for a new Memorandum of Understanding between the Parties. This side letter addresses administrative issues relevant to individual employees in the bargaining unit. The District and SMG agreed:

Employee Classification & Wage placement

1. Sean Campbell will be reclassified as Assistant Chief and placed at Step 5 on the Assistant Chief wage scale
2. Becky Schuette will be placed at Step 3 of the Business Manager wage scale.

Health Insurance

1. The District will pay 100% of the CalPERS Platinum health insurance benefit for Sean Campbell during calendar year 2022 at his currently applicable benefit level. Campbell will retire during 2022 and will remain in CalPERS Platinum in retirement.
2. The District will pay 100% of the CalPERS Platinum health insurance benefit for Becky Schuette during calendar year 2022 at her currently applicable benefit level. Effective the first month of the 2023 plan year, the District will pay 100% of the CalPERS gold health insurance benefit for Schuette at her currently applicable benefit level. Schuette will pay the difference between the Platinum and Gold plans if she elects to remain on the Platinum plan for 2023 and/or any subsequent year(s).

This side letter shall be incorporated in full into the aforementioned Memorandum of Understanding.

For Fire District

By Randy Mendosa

Randy Mendosa, President  
Arcata Fire Protection District

Date 1-11-2022

For Senior Management Group

By Sean Campbell

Sean Campbell  
SMG Representative

Date 1-12-2022