

**Side Letter Between the Arcata Fire Protection District**  
**&**  
**Arcata Professional Firefighters Local 4981**

This Side Letter Agreement (“Agreement”) between the Arcata Fire Protection District (“District”) and the Arcata Professional Fire fighters Local 4981 (“L4981”) (Collectively “Parties”) have met and conferred in good faith pursuant to the Meyers-Milias-Brown Act is entered into with respect to the following;

WHEREAS, pursuant to Resolution No. 22-260, the Parties entered into a 2021-2024 Memorandum of Understanding (“MOU”) regarding wages, hours, and terms and conditions of employment; and

WHEREAS, the Parties have determined that Article 19 Duty Officer Coverage and Article 22 – Assignment Out of Grade of the current MOU need to be revised to meet the operational needs of the organization; and

WHEREAS, the Parties agree that Article 19 can be streamlined by moving the hire ~~back~~ <sup>back</sup> procedures to the “Time Off- Hire Back – Forced Shift Procedures” document and agreeing to hour-for-hour renumeration for time in duty status; and

WHEREAS, the Parties agree that in Article 22, Section “b” needs to be updated with a requirement to be qualified to work the position.

NOW THEREFORE, BE IT RESOLVED that the following updates to Article 19 and Article 22 set forth in this Agreement, which will supersede and run parallel to the 2022-2024 MOU, which continues in full force in accordance with Article 27 of the MOU.

**Article 19: Duty Officer Coverage**

- A. The Local recognizes that the Captain’s position may occasionally serve as the Acting Duty Officer in the absence of a Chief Officer.
- B. Acting Duty Officer will be assigned to the least hours qualified captain who is on duty and back fill for the company officer position will be provided through the hire back process. In the event there are no qualified captains on duty, the position will be offered pursuant to the hire back process as overtime.
- C. Compensation for a Captain acting as the Duty Officer shall be set at 10% over the employee’s base rate or overtime rate.
- D. Renumeration shall be earned on an hour-for-hour basis. There will be a minimum of two (2 hours) compensated time per duty assignment. All hours will be tracked in the scheduling program.

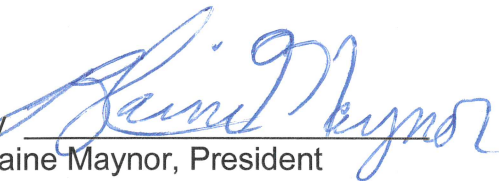
- E. Compensation shall be rendered on the payday for which pay-period the duty was covered in.
- F. The Employee will use the assigned District vehicle for duty coverage.

**Article 22: Assignment Out of Grade**

- B. An Employee selected to fill a temporary position shall be appointed from a current eligibility list. In the absence of a current promotional eligibility list, the most qualified employee, as it pertains to the relevant job description shall receive the temporary appointment. In the event of multiple equally qualified members, the senior most member shall receive the temporary appointment.

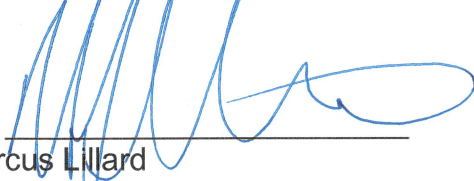
The Parties by and through their authorized agents and representatives agree to the terms of this Side Letter Agreement subject to the adoption of this agreement by the District Board of Directors, this date, August 8, 2023

For the District

By   
Blaine Maynor, President  
Arcata Fire Protection District

Date 8/8/23

For Arcata Professional Firefighters L4981

By   
Marcus Lillard  
L4981 President

Date 08/01/2023