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[Ratification and Execution](#)

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**Article 1:**  
**Recognition**

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

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**Article 2:**  
**Prevailing Rights**

- A. 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.

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**Article 3:**  
**Rules and Regulations**

A. Placeholder for future discussion.

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**Article 4:**  
**Seniority**

- A. The employer shall establish a seniority list, which shall be posted in each fire station.
- B. The seniority list shall be based on the order hired.
- C. The Employer 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 Employer.
- D. For the purpose of determining vacation preference, seniority shall be the determining criteria.

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**Article 5:**  
**Retirement**

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

1. Safety personnel
  - a. 3% at age 50, full (PERS 21362.2)
  - b. Pre-Retirement option 2W death benefit (PERS 21548)
  - c. Military service credit for retired persons (PERS 21027)
  - d. Military service credit as public service (PERS 21024)
  - e. Public service credit Peace Corps etc. (PERS 21023.5)
  - f. Credit for periods of layoff (PERS 21022)
  - g. Credit 2 years local member (PERS 20903)
  - h. Credit for unused sick leave (PERS 20965)
  - i. 1959 Survivors Benefit 3rd Tier (PERS 21573)
  - j. One year highest compensation (PERS 20042)
  - k. 2% Post retirement adjustment (PERS 21329)
  - l. Post retirement survivor allowance (PERS 21624/26/28)
  - m. Post retirement survivor continuance (PERS 21635)
  - n. Retired death benefit \$500.00 (PERS 21620)
  - o. Death benefit continuance (PERS 21551)
  - p. Prior service credit (PERS 20055)
  - q. Value of EPMC Reported (Resolution 99-080)

- B. 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:

1. Safety personnel hired after August 1, 2011
  - a. 3% at age 55, full (PERS 21363.1)
  - b. Pre-Retirement option 2W death benefit (PERS 21548)
  - c. Military service credit for retired persons (PERS 21027)
  - d. Military service credit as public service (PERS 21024)
  - e. Public service credit Peace Corps etc. (PERS 21023.5)
  - f. Credit for periods of layoff (PERS 21022)
  - g. Credit 2 years local member (PERS 20903)
  - h. Credit for unused sick leave (PERS 20965)
  - i. 1959 Survivors Benefit 3<sup>rd</sup> Tier (PERS 21573)
  - j. One year highest compensation (PERS 20042)
  - k. 2% Post retirement adjustment (PERS 21329)
  - l. Post retirement survivor allowance (PERS 21624/26/28)
  - m. Post retirement survivor continuance (PERS 21635)
  - n. Retired death benefit \$500.00 (PERS 21620)
  - o. Death benefit continuance (PERS 21551)
  - p. Prior service credit (PERS 20055)

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**Article 5:**  
**Retirement (Continued)**

- q. Value of EPMC Reported (Resolution 99-080)
- C. Safety personnel hired on or after January 1<sup>st</sup>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:
1. Safety personnel
    - a. 2.7% at age 57, full (PERS 7522.25(d))
    - b. Pre-Retirement option 2W death benefit (PERS 21548)
    - c. Military service credit for retired persons (PERS 21027)
    - d. Military service credit as public service (PERS 21024)
    - e. Public service credit Peace Corps etc. (PERS 21023.5)
    - f. Credit for periods of layoff (PERS 21022)
    - g. Credit 2 years local member (PERS 20903)
    - h. Credit for unused sick leave (PERS 20965)
    - i. 1959 Survivors Benefit 3<sup>rd</sup>Tier (PERS 21573)
    - j. Final Compensation 3 Year (PERS 7522.32/20037)
    - k. 2% Post retirement adjustment (PERS 21329)
    - l. Post retirement survivor allowance (PERS 21624/26/28)
    - m. Post retirement survivor continuance (PERS 21635)
    - n. Retired death benefit \$500.00 (PERS 21620)
    - o. Death benefit continuance (PERS 21551)
    - p. Prior service credit (PERS 20055)
- D. Nine percent (9%) of the safety employee's retirement eligible compensation shall be paid by the District to PERS as an employee contribution for "classic" members under the PEPRA pension reform statute.
- E. "New" members as defined by the PEPRA pension reform statute shall have a retirement formula dictated by law and shall be required to pay at least 50% of the normal cost of their pension as identified, and periodically revised, by CALPERS.
- F. At retirement, an employee shall be paid in full, at the employee's current hourly pay rate, for any unused vacation time or holiday(s) earned.

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**Article 6:**  
**Hours of Work**

- A. Fire district employees shall be assigned eight (8) work shifts within each 24-day FLSA cycle. This provision is not a guarantee of 56 hours of work per week.
- B. The work shift for shift personnel shall be a period of twenty-four (24) consecutive hours, starting at 0800 hours one day, and ending at 0800 hours the following day.
- C. The shift schedule shall be as depicted on the attached Appendix "D" and shall continue in sequence as depicted on the Appendix throughout the term of this MOU.
- D. The standard shift schedule shall be adhered to. In cases of emergency, the schedule may be temporarily altered to meet the requirements of the emergency.
- E. The shift schedule shall be made and posted in all stations each October for the following calendar year.
- F. Relief personnel are those employees who are not assigned to a platoon, except for vacation scheduling.
- G. Changes in the relief schedule within two weeks of the coverage date shall have the relief person's approval. The District has the right to change the schedule to meet the needs of the District in unforeseen circumstances or emergencies.
- H. The normal business day shall be from 0800-1700, except in the case of an emergency, special assignments or situation requiring immediate attention.
- I. 48/96 Work schedule:  
Shift employees are assigned to work 192 hours (8 days) in a 24-day FLSA work period.
- J. Christmas clause:  
Years when one shift is scheduled to work December 24<sup>th</sup> and 25<sup>th</sup>, the shift assigned to work December 23<sup>rd</sup> is assigned to work December 24<sup>th</sup> and the shift assigned to work December 24<sup>th</sup> is assigned to work December 23<sup>rd</sup>.
- K. No forces for Christmas and Christmas Eve.
- L. In the event that the administration deems it necessary to change platoon assignments, the administration will collaborate with the Local in an effort to come to a mutually agreed upon method for the process of effecting the change.

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Article 7:  
Salaries

- A. The wages of all employees shall be as set forth in “F” herein below.
- B. A newly appointed employee shall begin employment at Step #1. Upon satisfactory completion of the first (1<sup>st</sup>) year probationary period an employee shall progress to Step #2. Step #3 shall be at the beginning of the 25<sup>th</sup> month of employment.
- C. Upon promotion to the next rank, a promoted employee shall be placed on the step within the range for the next rank, which most closely approximates at least a 5% increase over the promoted employee’s current step.
- D. All employees must have been rated satisfactory on their performance evaluation prior to any salary step increases. Said evaluation should be completed within the 30 days prior to the employee’s anniversary date, for the initial probationary period.
- E. District shift personnel assigned to work twenty-four hour shifts shall work 192 hours in a 24-day work period. The current salary reflects the additional one-half pay required to meet this standard.
- F. Wages (Base Salary) Effective February 27<sup>th</sup>, 2013:

	Step 1	Step 2	Step 3
Firefighter	\$3,590.39	\$3,769.91	\$3,958.41
Lieutenant	\$4,156.33	\$4,364.14	\$4,582.35
Fire Captain	\$4,811.47	\$5,052.04	\$5,304.64

- G. Deferred Compensation: The District will provide \$100.00 match per pay period for employees participating in the program.
- H. Pay stubs shall reflect all aspects of wages and deductions. Items which shall be included are: base wages, hours and hourly rate, FLSA pay, overtime, acting out of grade, acting overtime, etc. All deductions shall be listed as well, such as all taxes, union dues (listed as such and reported as such on W-2’s), and any and all other deductions.

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Article 7:  
Salaries (Continued)

- I. Regular paychecks shall be directly deposited into the employee's bank account. All other checks such as CTO pay down, holiday pay, etc. will be in the form of a separate check and not subject to direct deposit. Should an employee opt to not participate in the direct deposit, their check shall be available for pick up on the designated payday. In the event an employee is not taking advantage of direct deposit and desires to change and participate, they shall be allowed to with proper notice to the appropriate person responsible for payroll.
- J. Salary survey
  - 1. Prior to Negotiations the Local Negotiators and the District Negotiators shall meet to establish a mutually agreed upon list of acceptable comparable agencies to evaluate against for the comparison of all wages and benefits of represented positions. There shall not be more than ten total agencies (city or special district) used for comparison purposes, and not less than four agencies. This list shall compare all aspects to include, however not be limited to, wage, benefits, responsibilities, difference in classifications. These may be used as comparison, however shall not be the sole basis for negotiations and justification neither for, nor against any position of the Local or the District.
- K. Negotiation terms
  - 1. Ground rules shall be established, and mutually agreed upon, by negotiating parties, prior to the initiation of negotiations.
- L. Fire Investigator Pilot Program
  - 1. As a pilot program to work towards developing certified and qualified investigators, the District shall identify and compensate up to six individuals for the task of becoming, and being a Fire Investigator. The District shall pay PERS reportable Fire Investigator Premium of \$500 per individual per year. This shall be paid at the December pay period coinciding with the Holiday Pay Down. Individuals who already hold the classification of Fire Investigator shall be eligible for the stipend should they be assigned as one of the six Fire Investigators.
    - a. The evaluation period for this program shall be from the signing of this contract and continuing for eighteen months (January 2017). Ninety days prior to the eighteen-month mark the Local and the Administration shall meet to discuss and evaluate the continuation or termination of the program.

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**Article 7:**  
**Salaries (Continued)**

- b. The goals of this program are to identify interested personnel, and develop an attainable training plan, to provide qualified investigators, and have qualified investigators on each platoon.

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Article 8:  
Overtime

- A. Overtime is time worked beyond that indicated on the standard shift schedule (Appendix “D”) including off duty response, hire-back for full or partial shifts, employer requested off duty training, employer requested special detail, CALFIRE or USFS or Mutual Aid.
- B. All overtime shall be paid at a rate that is not less than one and one half (1½) times the employee’s regular rate of pay. In those instances where an employee is working in a position of higher rank, the overtime payment shall be one and one half (1½) times the regular rate of pay for the position.
- C. Personnel, who are off-duty as a result of disciplinary action, or during an investigation pending possible disciplinary action, are not eligible for overtime, shift-trade or standby work.
- D. Whenever an employee is called back to duty for station coverage, post incident investigations, general alarm or other assignments from an off-duty day, the employee shall be compensated with a minimum of two (2) hours. The employee is responsible for documenting non-alarm overtime by completing and submitting the appropriate form.
- E. All non-general alarm incidents or other overtime shall be recorded and compensated in 15-minute increments rounded up to the next quarter hour. De minimus overtime of less than 15 minutes that an employee may work on a sporadic basis is not compensable.
- F. Once each month an employee may convert up to 144 hours of his accumulated overtime/CTO into a cash payment by notifying the District Secretary of this choice prior to the preparation of the bi-weekly payroll. The calculation of the conversion shall be done based on the wage rates in compliance with the requirements of the FLSA. Employees may not accrue more than forty-eight (48) hours of CTO without cash payout. Overtime/CTO payout shall be in the form of a separate check from the regular paycheck.
- G. A log showing CTO accrual for all positions shall be kept current at Headquarters and be readily available.
- H. Overtime hours earned (CTO) may be taken as time off only when:
  - 1. A number of personnel equal to, or greater than, the minimum staffing level, are scheduled to be on duty
  - 2. It is convenient to the District in terms of operational ability.
  - 3. The Fire Chief or his designee may approve alterations to the above

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**Article 8:**  
**Overtime (Continued)**

- I. A request for CTO shall be submitted to the Fire Chief or his designee. Priority order of requests shall be determined by date of receipt.
- J. When shift coverage is needed and coverage would incur overtime, the District shall follow the hire back procedure outlined in Article 26 of this MOU.
- K. If an employee covered by this MOU is assigned to work out of grade, overtime shall be compensated as listed in section "B" above.
- L. Employee's CTO, in excess of the 48 hour maximum, shall be paid on a quarterly basis. Prescheduled CTO days are not subject to the maximum hour limitation. The pay down shall occur with the first pay period of January, April, July and October.

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**Article 9:**  
**Shift Trades and Standby**

- A. Shift trades and standbys may be arranged by the employees to allow more flexible scheduling and to enable the individual to accomplish any personal business. Shift trades and standbys may be arranged only by, and for the benefit of, the involved employees.
- B. 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.

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**Article 10:**  
**Minimum Staffing**

- A. The District shall exhaust all possible avenues to maintain a minimum staffing level, per shift, of six (6) full time, professional safety/suppression employees.
- B. Should any event cause the minimum staffing level to drop below six (6) the District shall recall employees to work as outlined in Article 26 of the MOU, "Hire Back Procedure."
- C. The District shall maintain a minimum of 18 career employees; which will consist of nine (9) Fire Officers and nine (9) Firefighter positions.
- D. The District shall maintain at least one Fire Captain or higher on shift at all times.



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**Article 11:**  
**Uniform Allowance**

- A. All District safety employees are required to wear, while on duty, a full, distinctive uniform, including required patches and other attachments to the uniform as outlined in the uniform policy. The District shall supply the employee with all uniform requirements. The uniform allowance may only be used to purchase items as outlined in the District's Uniform Policy.
- B. The clothing allotment is \$750.00 per year for each represented employee.
- C. Work (station) boots as described in the District Uniform Policy will be replaced by the Fire District as needed.
- D. Uniform allowances renew on July 1 of each year.
- E. All clothing allotments are PERS reportable, therefore, the District shall report to PERS the total amount used by each employee.
- F. Clothing allotments of employees hired after January 1<sup>st</sup>, 2013 is not PERS reportable, per PEPRRA.
- G. Uniform allowance shall be paid out in the form of a separate check. Half of the allowance to be paid the first pay period of April, and the remaining half to be paid the first pay period of October each year. The pay out of the Uniform Allowance shall be in two checks of \$375 each.
  - 1. This shall be a pilot program to ensure that personnel maintain an acceptable uniform appearance. This pilot program shall have a review by the Local and Administration in June of 2016, at which time a decision will be made to continue or terminate the program.

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**Article 12:**  
**Insurance**

- A. The District provides the following insurance benefits for employees and, in certain situation defined within this Article, their eligible family members, defined as spouse, natural or legally adopted children or others as defined by insurance contract(s).
- B. Insurance shall be provided to all employees and in certain situations defined within this Article, family members, as follows:
- |  |  |
|--|--|
| 1. Major Medical:  | PERS Choice  |
| 2. Dental:   | Delta Dental   |
| 3. Vision:   | District Self-Insured  |
| a. Vision care is self-insured for employees and their dependents.<br>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. |  |
| 4. Life Insurance:   | Lawson & Hawks   |
| a. Employee coverage:  | \$50,000   |
| 5. Life Insurance  | Arthur J. Gallagher & Co.  |
| a. Spousal coverage:   | \$20,000   |
| b. Dependent Children:   | \$10,000   |
| 6. Disability Insurance (employee only):   | Meyers, Stevens & Toohey   |
| 7. Air Ambulance family membership:  | Cal-Ore Life Flight  |
| 8. Employee Assistance Program:  | Horizon Health<br><a href="http://www.horizoncarelink.com">www.horizoncarelink.com</a><br>866.388.5632<br>Login: FDAC<br>Password: eap |
- C. Health insurance is provided to retired employees and, in certain situations defined within this Article, eligible family members at District expense, as follows:

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**Article 12:**  
**Insurance (Continued)**

1. Major Medical:

PERS Choice

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

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**Article 12:**  
**Insurance (Continued)**

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

2. To qualify for retiree health benefits, employees must meet the definition of an "annuitant" as defined by the PEMHCA. Eligibility of family members following the death of a retired employee will be determined pursuant to CalPERS' regulations and policies, including the PEMHCA.

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**Article 13:**  
**Training Requests**

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

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**Article 14:**  
**Holidays**

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

- |  |                            |
|--|----------------------------|
| 1. January 1 <sup>st</sup>   | New Years Day              |
| 2. Third Monday in January   | Martin Luther King Jr. Day |
| 3. Third Monday in February  | President’s Day            |
| 4. Last Monday in May  | Memorial Day               |
| 5. July 4 <sup>th</sup>  | Independence Day           |
| 6. First Monday in September   | Labor Day                  |
| 7. November 11 <sup>th</sup>   | Veteran’s Day              |
| 8. Last Thursday in November   | Thanksgiving Day           |
| 9. Friday following Thanksgiving Day   |                            |
| 10. December 24 <sup>th</sup>  | Christmas Eve Day          |
| 11. December 25 <sup>th</sup>  | Christmas Day              |
| 12. Any other day specially declared a National or State holiday and observed as a legal holiday by the District Board |                            |

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

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**Article 15:**  
**Vacations**

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

	56 Hour Safety Employees	40 Hour Safety Employees
After 1 year	6 - 24 hour shifts	12 days
After 5 years	7 - 24 hour shifts	14 days
After 10 years	8 - 24 hour shifts	16 days
After 15 years	9 - 24 hour shifts	18 days
After 20 years	10 - 24 hour shifts	20 days
After 25 years	11 - 24 hour shifts	22 days
After 30 years	12 - 24 hour shifts	24 days
After 35 years	13 - 24 hour shifts	26 days
After 40 years	14 - 24 hour shifts	28 days

- F. Vacations shall be chosen on a seniority basis for the first three (3) choices.
- G. The vacation schedule list shall be posted on the server by November 1<sup>st</sup>.

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**Article 15:**  
**Vacations (Continued)**

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



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**Article 15:**  
**Vacations (Continued)**

- 3. Every effort should be made to use the accumulated time in the year earned.
- P. Safety employees regularly assigned on a 56-hour workweek shall be allowed to hold over twenty-five (25) shifts of vacation.
- Q. Safety personnel on a 40-hour workweek shall be allowed to hold over fifty (50) days of vacation.
- R. Time accrued in excess of the above limits shall be paid out at straight time with the first pay period in January.
- S. A log showing vacation accrual for all positions shall be kept current at Headquarters and be readily available upon request.

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**Article 16:**  
**Sick Leave**

A. Personal Sick Leave:

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

B. Family sick leave

1. Family sick leave with pay will be granted to employees at a rate equal to the amount of sick leave earned in a six-month period of employment. This family sick time is to attend to the illness of a dependent family member, and or dependents in need of supervision due to illness or hospitalization of a dependent or other household family member.
2. In order to receive family sick leave compensation while absent from work, the employee shall make every reasonable effort to notify his supervisor prior to the start of the workday.
3. Family leave shall be granted at the start of each calendar year and shall not be accumulative.
4. Appropriate family sick leave hours will be deducted should an emergency arise during the work period.
5. Family sick leave hours will be deducted from the accumulated sick leave.
6. All conditions and restrictions placed on an employee's use of sick leave also apply to sick leave used for an immediate family member.

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**Article 16:**  
**Sick Leave (Continued)**

7. All applicable FMLA/CFRA/PDL/PFL statutes will be available and applicable provisions abided by, by the District and the employees.

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**Article 17:**  
**Bereavement Leave**

- A. Any eligible employee who is absent from work by reason of the death of a member of the employee's immediate family may be allowed a leave of absence with full pay not to exceed three shifts per year, this leave will not be cumulative. If additional bereavement leave is needed, the employee may use accumulated sick leave.
- B. All leaves of absence for family death shall require approval of the Chief. In granting family death leave, only time of for funeral arrangements and service, travel time to the location of the funeral and a maximum of one extra day shall be considered. In order to receive time off for family death leave, the employee shall notify the Chief or his designee prior to the beginning of the effected workday.

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**Article 18:**  
**Catastrophic Leave**

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

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**Article 19:**  
**Duty Officer Coverage**

- A. The association recognizes that the Fire Captain's position may occasionally serve as the District Duty Officer in the absence of a Chief Officer.
- B. Acting Duty Officer shall be a voluntary assignment for the Career Fire Captain position only, wherein an off-duty employee in that position has the primary responsibility of performing administrative duties and managing suppression personnel at all incidents.
- C. Hire back procedures:
  - 1. The Fire Chief shall maintain the list of qualified personnel.
  - 2. The assignment will be offered to the individual with the fewest accepted Acting Duty Officer hours. If for any reason two individuals have equal number of hours, then the offer will be based on seniority.
  - 3. Contact must be verbally made with the individual, using the one of the 2 phone numbers listed on the District phone list.
  - 4. If no contact was made continue to the next individual with next fewest hours.
  - 5. The list shall reset to zero hours on January 1<sup>st</sup> of each year.
- D. Compensation for a Fire Captain acting as the Duty Officer shall be at the rate of one and one-half times the regular hourly pay for step-one Battalion Chief (56hr). There will be a minimum of two (2) hours compensated time per duty assignment.
- E. The employee working the Duty Coverage will be responsible for tracking and documenting his/her time by completing and submitting the appropriate form.
- F. Compensation shall be rendered on the payday for which pay-period the duty was covered in.
- G. The Employee will use the assigned District vehicle for coverage and training.
- H. Qualified personnel will be authorized training shifts to be paid at the employee's current overtime rate.

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**Article 20:**  
**Physical Fitness Program**

- A. Every year each represented member shall be eligible for compensation for either of the options below. The compensation shall be in the amount of \$250, shall be PERSable and reported to PERS accordingly. To receive the compensation the represented member shall complete either of the options below prior to May 1st of each year. Each represented member will only be eligible for compensation once per year and it shall be paid out with the first pay period of July of each year.
1. For 2015 the period of performance shall be available until September 2015.
- B. Participation is completely optional at the sole discretion of the represented member.
1. Option one will be to successfully complete the USFS Work Capacity Test to the “Arduous” standard as defined by (and found at): [http://www.fs.fed.us/fire/safety/wct/wct\\_index.html](http://www.fs.fed.us/fire/safety/wct/wct_index.html) which is commonly referred to as the “Pack Test.” Verification of completion of the pack test shall be in the form of an e-mail to the Operations Chief, which will state date, location and individuals who participated and successfully completed the test, times need not be reported.
  2. Option two will be to receive a physical from an appropriate medical provider. This should be as complete and thorough of an exam as practical. The “Essential Functions” form and/or the “Return to Work” form shall be completed by an appropriate medical examiner. There shall be no obligation to submit any results or findings to the District whatsoever, other than the completed document, nor shall the District have any right of access to said results/findings. A completed form shall suffice as evidence of having received a physical exam.
- C. Under no circumstances shall non-participation in either option above result in any nature of reduction in work, regular shifts, disciplinary process or consideration in any way with regards to an annual performance evaluation. Represented members are encouraged to participate, however there is no requirement to participate.

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**Article 21:**  
**Promotions**

A. Refer to Policy.



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**Article 22:**  
**Assignment Out of Grade**

- A. Temporary reassignment of shift personnel shall be as follows:
- B. The Fire Chief shall have the authority to fill a temporary position.
- C. An employee, selected to fill a temporary position shall be appointed from a current promotional eligibility list. In the absence of a current promotional eligibility list, the member with seniority in rank from the next lower rank shall receive the temporary appointment.
- D. If the temporary position is more than 90 days, the District Board of Directors must review the position.
- E. The temporary position shall receive a temporary salary increase. The adjusted temporary salary shall be the amount of the starting salary for the position being filled.
- F. Step increases shall be given at the same interval as a permanent employee holding the same position. In the event that an employee is subsequently demoted (not for cause) to their previously held rank and within six months is re-promoted to the same position, said employee shall assume the same pay rate as they previously held while in that position.
- G. In the event that an individual is assigned out of grade and subsequently gets promoted to the same position, without demotion, the time served in the position shall count towards the probationary period, and all appropriate evaluations shall be conducted.

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**Article 23:**  
**Separation from Employment**

- A. An employee separating for non-retirement and/or non-disciplinary reasons shall be paid in full for all accrued and unused vacation, holiday and overtime hours. These hours shall be paid according to rates listed in this MOU, and pro-rated accordingly.
- B. In the event of work-related death, the employee's dependent survivor will receive 100% of the employee's accrued leaves as a cash payment regardless of tenure. Should it be necessary this benefit can be paid out over a 12-month period.
  - 1. Pay out of accrued leaves will be paid at the employee's hourly base rate of pay then in effect.
- C. The cash payment shall be disbursed to the separating employee via:
  - 1. Lump sum cash payment (less applicable taxes) or
  - 2. Deposited to the employee's deferred compensation account (as allowed under terms and conditions of the plan and the Internal Revenue Service regulations) or
  - 3. A combination of both options, at the election of the employee or dependent survivor.
- D. Opportunities for exit interviews will be provided to all employees separating from the District.

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**Article 24:**  
**Layoff Procedure**

- A. Layoff lists shall be prepared by the Fire Chief based on length of service. For the purpose of determining the list, these elements shall be in the following order:
  - 1. Length of service.
  - 2. Last person hired shall be the first laid off. In the event that more than one employee has the same hiring date, layoff shall be by placement of the original (hiring list) entry position with the Department.
- B. Any person in a higher rank shall have the right to demote to a lower rank formerly held by that employee. Any employee in a higher rank, who has service in a lower classification, shall be allowed to use all years for both positions as seniority credit to establish position on lower classifications layoff list (bumping). Otherwise, seniority shall be determined by number of years in the rank in which employee is presently serving. Seniority credit will be based on years of service, or prorate of years of service based on twelve (12) months per year.
- C. In the event the layoff of employees involves those within the Local is contemplated, the district shall provide wherever possible, at least ninety (90) calendar day's written notice of such.
- D. Employees bumped shall be placed on a permanent promotional eligibility list for the prior rank held, provided they are regular, full-time employees of the Arcata Fire District at the time the vacancy occurs. If a re-promoted employee has been working at a lower rank for one year or more, the employee must go through the probationary process.
- E. Employees who are laid off shall be placed on a reinstatement eligibility list for five (5) years. During the first two years, a reinstated employee shall be placed at the step in the salary range, which they had at the time they were laid off. Employees reinstated after two years shall have a salary placement as though they were newly hired or promoted. Vacation accrual rates shall only be reinstated to an employee within two (2) years of being laid off.
- F. If an employee has been laid off for one (1) year or more, the employee must go through a new probation period upon reinstatement.
- G. Except as provided above, an employee shall not receive credit for time spent on layoff in computing time for any benefit entitlement.
- H. In the event an employee refuses reinstatement, the employees name shall be removed from the re-employment list.

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**Article 24:**  
**Lay Off Procedure (Continued)**

- I. Employees reinstated or re-promoted shall be placed at the step, which they held at the time they were demoted, “bumped” or laid off.

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**Article 25:**  
**Grievance Procedure**

1. Refer to policy.

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**Article 26:**  
**Hire Back Procedure**

- A. In no circumstance shall any member be scheduled to work more than any of the following periods without their consent, except as stated below in section D4:
1. 96 consecutive hours (4 days)
  2. 144 total hours (6 days), within any consecutive 192 hour period (8 days)
  3. 240 total hours (10 days), within any consecutive 366-hour period (14 days).
- B. Exceptions to these circumstances may be allowed on mutual aid assignments.
- C. Hire back procedure:
1. Immediate need:
    - a. A text, phone call, audible page or the current scheduling program will be used to notify all qualified employees that station coverage is needed for the remainder of the shift.
  2. Planned need:
    - a. Using one of the above methods the hire back shall be offered to the qualified individual with the fewest accepted hours. If they refuse, proceed down the list until the assignment is filled.
- D. Miscellaneous
1. The Overtime list shall be maintained with the officer responsible for scheduling.
  2. The list shall reset to zero hours for all employees on January 1<sup>st</sup> of each year.
  3. If for any reason personnel on the list have equal number of hours, then hire back shall be based on seniority.
  4. The individual working the overtime shift shall work in the station of the person he is replacing, unless a station 'swap' is mutually agreed upon by both affected members and does not result in any fiscal impact on the District.
  5. In the event the vacancy cannot be filled by the utilization of this policy, the Chief or his designee shall immediately be notified. On duty personnel shall not be relieved until a replacement is found, or the order is given to close the station.
  6. Refer to "Time Off – Hire Back – Forced Shift Procedures" document. All modifications/alterations to this document shall be done with Union representation and input.

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**Article 27:**  
**Duration of Memorandum of Understanding**

- A. The provisions of this Memorandum of Understanding shall take effect July 21<sup>st</sup>, 2015 and remain in effect through June 30<sup>th</sup>, 2016 and shall be in force unless they are subsequently modified by mutual consent through the meet and confer process or modified by unilateral action by the District.
- B. If either party desires to seek modifications to the provisions of the Memorandum of Understanding, that party shall notify the other party. The requesting party shall indicate which provisions will be the subject of the request for modification. Both parties shall meet and confer in good faith in an attempt to develop the mutual consent to modify the provisions of the then current MOU.
- C. If any Article or Section of the Memorandum of Understanding or an Addendum thereto should be held invalid by operation of precedent law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any Article or Section should be restrained by such tribunal or the enactment of superseding law by any governmental authority, such Article or Provision shall be immediately suspended and be of no force or effect. Such invalidation of a part or portion of this Memorandum of Understanding shall not invalidate any remaining portions, and those remaining portions shall remain in full force and effect unless those remaining portions were contingent upon the operations of the invalidated Section. Upon the invalidation or restraint of any Article or Section of the Memorandum of Understanding, the parties shall, within thirty (30) days, meet and confer in an effort to resolve the issue.
- D. For purposes of this Article, the Arcata Fire District Board of Directors is not a "tribunal of competent jurisdiction."
- E. The obligations imposed under this agreement on Arcata Fire District shall be binding upon all of its successors-in-interest, including, but not limited to, any fire protection district or other public entity into which Arcata Fire District is merged, or with which Arcata Fire Protection District is consolidated.
- F. If the CPI for the previous year is less than or equal to zero, this MOU will remain in force for one additional year.
- G. The District will review the budget at the midpoint of each fiscal year to evaluate the relationship of projected vs. actual expenses and revenue to determine if a mid-contract salary increase is feasible.

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**Article 28:**  
**Management Rights**

- A. Except as otherwise provided in this agreement, the Employer retains all rights, powers and authority exercised or held by it, including, but not limited to the following:
1. To determine and modify the organization and structure of the District.
  2. To set standards for service to be offered to the public.
  3. To direct the employees of the District in order to carry out it's Mission.
  4. To determine the procedures, as well as standards of selection and testing for employment.
  5. To take disciplinary action against employees for cause.
- B. In rare instances of emergency or unusual circumstance, the Employer may find it necessary to temporarily suspend one or more provisions of this agreement in order to accomplish its Mission. Employees will abide by such decisions. The Employer will exhaust all provisions and/or restrictions of the current MOU before taking such action, and will accept grievances regarding such action after the conclusion of the emergency or unusual circumstance.
- C. Both parties recognize that volunteers are an important adjunct to the District's emergency response force. The employer will maintain a clear distinction between the District staff covered by this agreement and the volunteers. The Local agrees to vigorously support and assist in the upgrading of that force and to assist with volunteer training and development.
- D. Nothing in this Article is intended to, in any way, supersede or infringe upon the rights of the Employees.



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**Appendix A:**  
**Definitions**

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

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**Appendix A:**  
**Definitions (Continued)**

Company Officer:	Personnel, usually a Captain, in command of a Company.
Date of Hire:	The date that any employee actually begins employment with Arcata Fire Protection District by either working his assigned shift or workday, or begins his on-duty training period.
Day:	Used to define an administrative workday for Safety Employees working 40 hours per week, covering the hours of 8 a.m. to 5 p.m.
Dependent Family Member:	Any person living in your household and dependent upon your care.
Dependent Survivor:	A defined by PERS and/or health insurance guidelines.
District:	The term "District" shall mean the Arcata Fire District.
Duty Officer:	The officer scheduled for emergency duty for the day; usually a Chief Officer.
Employee:	As it appears in the MOU an "employee" shall be any person employed and serving in a position or rank covered by this MOU, or any position, rank or title which would be covered by this MOU (i.e. Engineer). This shall not include any volunteer of any nature; criteria to be considered an employee need only be receipt of a regular paycheck, excluding individuals on protected leaves and shall not be in conflict with FBOR. This shall not include reimbursement and shall not include volunteers hired for strike team/coverage/out-of-county/OES assignments.
Employer:	As it appears in the MOU, the "employer" shall mean the Arcata Fire District, the Arcata Fire District Board of Directors, and the Arcata Fire District Administration.

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**Appendix A:**  
**Definitions (Continued)**

Emergency:	A sudden or unexpected occurrence or combination of occurrences such as fire, flood, -windstorm, etc., demanding prompt action. This shall include any like situations, which in the opinion of the general public demands immediate attention.
False Alarm:	An alarm given with malicious intent or without reasonable cause.
Fire Related Work:	Those activities related to the fire service by their inclusion in the categories of Fire Prevention, Fire Suppression, Fire Service Public Relations and Education and the “in house” areas of maintenance, training and education.
First Due Company:	The company of a first alarm assignment, which normally would arrive at a given location first.
First in Company:	The company which first arrives at the scene.
General Order:	An order issued by the Fire Chief implementing policy.
Grievance:	An allegation that the Employer has violated the intent of or a specific provision of the Memorandum of Understanding.
Headquarters:	The office of the Fire Chief, the administrative center of the Fire Department and Fire District.
Hydrant Area:	A geographic area where water is supplied by means of water mains from a municipal water supplier to hydrants available for use by fire apparatus in the suppression of fires.
Immediate Family:	Includes father, mother, step-parent, brother, sister, spouse, registered domestic partner, significant other or their dependent (common domicile for a minimum of 12 months), child, step-child,

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**Appendix A:**  
**Definitions (Continued)**

	grandparent, grandchild, mother-in-law, father-in-law.
Job Required Training:	Training and certification required for the employee's job class and specified in policy, or the appropriate Memorandum of Understanding for that job class.
Leave of Absence:	Special leaves, which may be granted in special circumstance.
Local:	In this MOU shall refer to the Arcata Professional Firefighters Local 4981, and or those individuals or positions covered by this MOU.
Member:	When used in these regulations shall include all personnel.
Memorandum:	A transitory notice issued by the Fire Chief or other authoritative source for guidance and information of members of the District.
Mutual Aid:	Assistance provided to another fire agency on an incident, requesting additional assistance. Examples are USFS/CalFIRE strike team requests, local, state or federal requests to cover unstaffed stations or other requests to respond to an incident out of the fire district.
New Employee:	An employee hired on or after January 1 <sup>st</sup> , 2013.
Non-Hydrant Area:	Any geographic area where fire hydrants supplied by a municipal water supplier are greater than one thousand (1000) feet or where hydrant flows are documented at less than 500 gallons per minute per hydrant.
Offensive Habits:	Those acts which impede effective working relationships with employees or the general public.

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**Appendix A:**  
**Definitions (Continued)**

Official Action Guide:	Consists of rules, regulations, procedures, general orders, resolutions, ordinances and other directives, which guide members.
Officer:	Lieutenant, Acting Lieutenant, Captain, Acting Captain or higher rank.
Platoon:	The entire fire fighting personnel on duty during a prescribed period.
Primary Duty:	The duty which an officer or member is assigned which receives most of his attention.
Properly Relieved:	In order to be properly relieved the member going on duty must be properly uniformed, at the required duty station, physically able and in a mental condition that indicates the ability to assume the required duties.
Safety Employees:	All employees engaged in emergency response activities.
Shift trade:	The practice of an employee arranging for another employee to act as a replacement for a scheduled employee for the total work period of one shift, or the agreed upon portion therein.
Standby:	The practice of an employee arranging for another employee to act as a replacement for a scheduled employee for a period of less than one full shift.
Station:	Any engine house, District building, office, storeroom, workshop, yard, shop or place where members are assigned or employed.
Recall:	A call to duty issued by an officer requiring all personnel to report for duty to control an emergency.
Rules and Regulations:	Personnel guide for the conduct of the members.

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**Appendix A:**  
**Definitions (Continued)**

Seniority in Rank:	A number representing the number of continuous years of service with the District within any specific rank.
Shift:	One shift shall mean a period of twenty-four (24) consecutive hours.
Special Detail:	One or more members assigned by the Fire Chief to such District service and hours of work as he may see fit during the duty shift.
Still Alarm:	An alarm received other than by District telephone, alarm system or radio.
Temporary Added Duty:	Duty for periods longer than one shift and governed by written confirmation issued at the time of occurrence such as for conferences.
Tenure:	A number representing the number of years of continuous service with the District as a full time career firefighter.
Training Leave:	Leave granted by the District to allow employees to attend district related training. This time will not be deducted from any of the employee's time banks.
Tribunal of Competent Jurisdiction:	A court or tribunal recognized by law as possessing the right to adjudicate a controversy.
Union:	In this MOU shall refer to the Arcata Professional Firefighters Local 4981, and or those individuals or positions covered by this MOU.
Use of Gender:	Whenever a male or female gender is used in this MOU, it shall be construed to include male and female employees.
Visitors:	Persons in quarters who are not members of the District or not providing approved District services.
Volunteer Personnel:	A member of the District who does not receive any direct individual remuneration.

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**Appendix B:**  
**Past Practices**

- A. Isolated deviations from the MOU and/or other District policy does not create a past practice. Past practices arise if the Parties mutually vary from this Agreement and/or policy repeatedly and consistently. The known past practices of the District are as follows:
1. District shall continue to provide off street parking for on-duty personnel.
  2. District shall provide a District owned vehicle to employees for use on District business.
  3. District shall continue to provide utilities currently available at all stations.
  4. District shall continue to provide and maintain all appliances currently in stations and owned by the District now in use for the preparation and storage of food.
  5. District shall continue to provide and maintain cooking utensils, flatware, dishes, etc., as are currently available in stations.
  6. District will provide necessary furniture such as tables, chairs, beds, mattresses, etc., as are currently available in stations.
  7. District shall continue to provide necessary linens, such as dishcloths, sheets, pillowcases, blankets, etc., currently available as well as laundry services to maintain those items.
  8. District will continue to provide equipment cleaning supplies such as soap, dish soap, window-cleaning items needed to maintain facilities.
  9. District shall continue to provide, one each per member, of similar quality as currently available:
    - a. Food storage locker.
    - b. Full-length clothing and personal storage locker with door capable of being locked.
  10. Storage of personal property at District facilities may be allowed at the discretion of the Duty Officer for short term or longer periods subject to the approval of the Fire Chief. Such storage will not be allowed to impair the needs of the District. The District assumes no liability for any personal property stored on or at District facilities.

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**Appendix B:**  
**Past Practices (Continued)**

11. Those items currently owned by the Union that are now located on District property will continue to be stored at District facilities. Any additional storage of Union property shall be subject to the discretion of the Fire Chief and subject to such limitations as may be set forth.
12. Reasonable personal use of such office machines as are available at District facilities (i.e., typewriters, computers, calculators), will be allowed.
13. District will allow reasonable use of copiers and paper at no charge by the District to user.
14. District to allow personal use of District tools in accord with loan policy.
15. Personnel shall have reasonable use of District telephones for personal calls. There will be no additional cost charged to the District for such calls.
16. District to provide, maintain and operate heating systems capable of maintaining 70 degree F temperature in all regularly occupied areas of District facilities.
17. District to provide domestic hot water (115 to 120 degree F) at all District structures provided with toilet facilities.
18. District will provide lighting in accordance with California OSHA requirements. District to provide exterior lighting to provide for safety and security for personnel, visitors and District property.
19. District shall provide safe operating tools for the maintenance of Buildings and Grounds, Equipment and for Emergency Operations.
20. District shall continue to permit members to work on personal projects at the station after 1700 hours, and on off-duty time.
21. District shall continue to allow visitation by the public, friends, family, and others on holidays, during break periods, lunch and after 1700 hours.
22. District shall allow Union meetings to be held in the District Stations, posting on Union bulletin boards shall be allowed.



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**Appendix B:**  
**Past Practices (Continued)**

23. District shall continue to post all notices offering employment received.
24. Members shall have the option of off-duty employment except if the off-duty employment impairs on-duty job performance or is limited by the Rules and Regulations, see Lexipol policy.
25. The District shall allow one hour of the normal workday for physical fitness efforts.
26. The District may allow a volunteer member to stay overnight in the station with the approval of on-duty personnel.
27. Employees will be allowed to purchase groceries or conduct personal business necessary for the operation of the District during on-duty hours (i.e. return home to change uniform or retrieve equipment).
28. Mealtimes shall be adjusted due to emergencies, special details or other infringing circumstances.
29. Both the District and its employees may find it advantageous to “borrow” various tools in order to complete a project. As these tools represent a substantial investment, the following guideline’s shall be followed:
  - a. No tool or piece of equipment shall be loaned for use off premise that is normally carried on mobile apparatus or used at the station if such use might delay response,
  - b. Expendable supplies such as oil, grease, wire, etc., shall not be used except as may be authorized by a Chief Officer. Expendable supplies shall be replaced forthwith,
  - c. Tools borrowed to be used off premise may be approved by the Chief or his designee with proper completion of the loan form,
  - d. In the event borrowed equipment or tools should be damaged the borrowing party shall be responsible to repair or replace with equal quality as determined by the Chief or tool owner.
  - e. Unless special permission is received from the Chief, tools shall not be off premise for more than 48 hours.
  - f. Anything that is borrowed is subject to return on demand. This policy shall apply to all tools owned by the District and private tools being used on District projects. Private tools that are on the premise may be borrowed on permission of the owner only.

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**Appendix B:**  
**Past Practices (Continued)**




- 30. Personnel shall have the option of changing their scheduled vacation choices with the permission of the officer responsible for scheduling.
- 31. The District shall pay for installation and monthly charges for Cable TV to all stations.
- 32. On duty personnel may switch station assignment.

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**Appendix C:**  
**Temporary Station Residency**

- A. It may be necessary or advantageous for the District to allow temporary residency of personnel at District facilities. The following general rules shall apply:
1. Residency is subject to constant review and may be terminated at anytime, without notice, by the Chief or his representative.
  2. Residency privileges are granted solely for the advantage of the District in meeting its commitment to the public.
  3. Overnight residency (one night) may be approved by the responsible employee in charge of the station.
  4. Residency for more than one night shall require the approval of the Fire Chief and the station personnel affected.
  5. Personnel in residence, but not on scheduled duty shall receive no compensation.
  6. Personnel shall be responsible for maintaining personal hygiene and are subject to all applicable rules, regulations and procedures of the Department. Should there be any problems they shall be referred to the responsible employee in charge of the station. Employees may refer those matters, which are beyond their control to the Fire Chief with recommendation for solutions.

Appendix D:  
Sample Schedule

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

## Appendix D: Sample Schedule (Continued)

Dec 2015 - Arcata Fire District

Sun	Mon	Tue	Wed	Thur	Fri	Sat
		<b>Dec 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
		<b>Arcata</b> Rick Gomes 08-08 James Stewart 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Nathan Padula 08-08 Neal Narayan 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Nathan Padula 08-08 Neal Narayan 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Curt Watkins 08-08 Evan Gibbs 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Curt Watkins 08-08 Evan Gibbs 08-08 Reserve 08-08 Ridealong 08-08
		<b>Mad River</b> Alex Manousos 08-08 Chad Gurney 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> Jonathan Finen 08-08 Marcus Lillard 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> Jonathan Finen 08-08 Marcus Lillard 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> Gary Savona 08-08 Dimitri Sakkis 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> Gary Savona 08-08 Dimitri Sakkis 08-08 Reserve 08-08 Ridealong 08-08
		<b>McKinleyville</b> Jonathan Busher 08-08 FF 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> Angela Demedde 08-08 Scott Gordinier 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> Angela Demedde 08-08 Scott Gordinier 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> John Evenson 08-08 Brett Kennard 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> John Evenson 08-08 Brett Kennard 08-08 Reserve 08-08 Ridealong 08-08
<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
<b>Arcata</b> Rick Gomes 08-08 James Stewart 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Rick Gomes 08-08 James Stewart 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Nathan Padula 08-08 Neal Narayan 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Nathan Padula 08-08 Neal Narayan 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Curt Watkins 08-08 Evan Gibbs 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Curt Watkins 08-08 Evan Gibbs 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Rick Gomes 08-08 FF 08-08 Reserve 08-08 Ridealong 08-08
<b>Mad River</b> Alex Manousos 08-08 Chad Gurney 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> Alex Manousos 08-08 Chad Gurney 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> Jonathan Finen 08-08 Marcus Lillard 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> Jonathan Finen 08-08 Marcus Lillard 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> Gary Savona 08-08 Dimitri Sakkis 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> Gary Savona 08-08 Dimitri Sakkis 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> Alex Manousos 08-08 Chad Gurney 08-08 Reserve 08-08 Ridealong 08-08
<b>McKinleyville</b> Jonathan Busher 08-08 FF 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> Jonathan Busher 08-08 FF 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> Angela Demedde 08-08 Scott Gordinier 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> Angela Demedde 08-08 Scott Gordinier 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> John Evenson 08-08 Brett Kennard 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> John Evenson 08-08 Brett Kennard 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> Jonathan Busher 08-08 FF 08-08 Reserve 08-08 Ridealong 08-08
						<b>Time Off</b> James Stewart 08-08 Vacation Time
<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>
<b>Arcata</b> Rick Gomes 08-08 FF 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Nathan Padula 08-08 Neal Narayan 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Nathan Padula 08-08 Neal Narayan 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Curt Watkins 08-08 Evan Gibbs 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Curt Watkins 08-08 Evan Gibbs 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Rick Gomes 08-08 James Stewart 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Rick Gomes 08-08 James Stewart 08-08 Reserve 08-08 Ridealong 08-08
<b>Mad River</b> Alex Manousos 08-08 Chad Gurney 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> Jonathan Finen 08-08 Marcus Lillard 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> Jonathan Finen 08-08 Marcus Lillard 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> Gary Savona 08-08 Dimitri Sakkis 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> Gary Savona 08-08 Dimitri Sakkis 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> Alex Manousos 08-08 Chad Gurney 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> Alex Manousos 08-08 Chad Gurney 08-08 Reserve 08-08 Ridealong 08-08
<b>McKinleyville</b> Jonathan Busher 08-08 FF 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> Angela Demedde 08-08 Scott Gordinier 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> Angela Demedde 08-08 Scott Gordinier 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> John Evenson 08-08 Brett Kennard 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> John Evenson 08-08 Brett Kennard 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> Jonathan Busher 08-08 FF 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> Jonathan Busher 08-08 FF 08-08 Reserve 08-08 Ridealong 08-08
<b>Time Off</b> James Stewart 08-08 Vacation Time						
<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>
<b>Arcata</b> Nathan Padula 08-08 Neal Narayan 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Nathan Padula 08-08 Neal Narayan 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Curt Watkins 08-08 Evan Gibbs 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Rick Gomes 08-08 James Stewart 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Curt Watkins 08-08 Evan Gibbs 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Rick Gomes 08-08 James Stewart 08-08 Reserve 08-08 Ridealong 08-08	<b>Arcata</b> Nathan Padula 08-08 FF 08-08 Reserve 08-08 Ridealong 08-08
<b>Mad River</b> Jonathan Finen 08-08 Marcus Lillard 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> Jonathan Finen 08-08 Marcus Lillard 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> Gary Savona 08-08 Dimitri Sakkis 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> Alex Manousos 08-08 FF 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> Gary Savona 08-08 Dimitri Sakkis 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> Alex Manousos 08-08 Chad Gurney 08-08 Reserve 08-08 Ridealong 08-08	<b>Mad River</b> CO 08-08 Marcus Lillard 08-08 Reserve 08-08 Ridealong 08-08
<b>McKinleyville</b> CO 08-08 Scott Gordinier 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> CO 08-08 Scott Gordinier 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> John Evenson 08-08 Brett Kennard 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> Jonathan Busher 08-08 Ross McDonald 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> John Evenson 08-08 Brett Kennard 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> Jonathan Busher 08-08 FF 08-08 Reserve 08-08 Ridealong 08-08	<b>McKinleyville</b> Angela Demedde 08-08 Scott Gordinier 08-08 Reserve 08-08 Ridealong 08-08
<b>Time Off</b> Angela Demedde 08-08 Holiday	<b>Time Off</b> Angela Demedde 08-08 Holiday		<b>Time Off</b> Chad Gurney 08-08 Holiday			<b>Time Off</b> Jonathan Finen 08-08 Vacation Time
						Neal Narayan 08-08 Vacation Time
<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>		
<b>Arcata</b>	<b>Arcata</b>	<b>Arcata</b>	<b>Arcata</b>	<b>Arcata</b>		

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**Ratification and Execution**

- A. The District and Union acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Union general membership and adopted in the form of a resolution by the District Board of Directors.
- B. This agreement constitutes a mutual recommendation to the District, by the parties hereto, that one or more ordinances and/or resolutions be adopted accepting its' provisions.
- C. Subject to the foregoing, this Memorandum of Understanding is hereby agreed to by recommended for approval by the authorized representatives of the District and the Union and entered into July 21<sup>st</sup>, 2015.

For Board of Directors

For Local 4981

By\_\_\_\_\_

By\_\_\_\_\_

Linda Sundberg, Chairman,  
Board of Directors  
Arcata Fire District

Jonathan Finen, President  
Arcata Professional Firefighters Local 4981  
Arcata Fire District

By\_\_\_\_\_

By\_\_\_\_\_

John Davis, Vice-Chairman  
Board of Directors  
Arcata Fire District

John Evenson, Vice President  
Arcata Professional Firefighters Local 4981  
Arcata Fire District

### Ratification and Execution

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- C. Subject to the foregoing, this Memorandum of Understanding is hereby agreed to by recommended for approval by the authorized representatives of the District and the Union and entered into July 21<sup>st</sup>, 2015.

For Board of Directors

By

Linda Sundberg, Chairman,  
Board of Directors  
Arcata Fire District

By

John Davis, Vice-Chairman  
Board of Directors  
Arcata Fire District

For Local 4981

By

Jonathan Finen, President  
Arcata Professional Firefighters Local 4981  
Arcata Fire District

By

John Evenson, Vice President  
Arcata Professional Firefighters Local 4981  
Arcata Fire District



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## **Arcata Professional Firefighters Local 4981**



### **Memorandum Of Understanding**

**With**

**Arcata Fire District Board**



**Effective the 21<sup>st</sup> of July 2015 through the 30<sup>th</sup> of June 2016**