

AMENDMENT NO. 2 TO EMPLOYMENT AGREEMENT

BETWEEN

ARCATA FIRE PROTECTION DISTRICT

AND FIRE CHIEF JUSTIN MCDONALD

This AMENDMENT NO. 2 TO EMPLOYMENT AGREEMENT BETWEEN ARCATA FIRE PROTECTION DISTRICT AND FIRE CHIEF JUSTIN MCDONALD ("Amendment"), is made and entered into as of March 14th, 2023, by and between the Arcata Fire Protection District ("DISTRICT") and Justin G. McDonald ("EMPLOYEE"). The DISTRICT and EMPLOYEE may each sometimes be referred to hereafter as "Party" or jointly as "Parties".

RECITALS

WHEREAS, in April 2020, the EMPLOYEE agreed to participate in a two person duty rotation when remaining Battalion Chief was reclassified as an Assistant Chief for no additional compensation, and

WHEREAS, the District has been unable to fill the second Assistant Chief position after two recruitments, and

WHEREAS, the EMPLOYEE supports and agrees with the Board's decision to leave the position unfilled indefinitely and hire another Engineer in place of the Assistant Chief, and

WHEREAS, the EMPLOYEE also agrees that the Assistant Chief and Fire Chief can cover the duty rotation between the two them, with occasional support from duty qualified captains, and

WHEREAS, the Parties agree that with the salary savings, the DISTRICT would compensate the EMPLOYEE for this extra duty coverage,

WHEREAS, pursuant to this Amendment, the Parties desire to amend the Contract on the terms and conditions set forth below.

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

1. Amendment to paragraph in Exhibit B attached to the March 2, 2022 Amendment No. 1 that covers Deferred Compensation. The Board agrees to increase the amount of the DISTRICT's contribution to the EMPLOYEE's Deferred Compensation Plan. Commencing with the first paycheck of January 2023, The District will contribute \$400.00 per pay period to the plan.

2. Counterparts. The Amendment may be executed in one or more counterparts for the convenience of the Parties. Each executed counterpart shall for all purposes be deemed an

AMENDED AND RESTATED EXHIBIT "B"

LEAVE

VACATION - The EMPLOYEE shall be entitled to regularly scheduled time off each year as a result of vacation. Vacation must be used in 8 hour or greater increments. The EMPLOYEE shall not be considered to be on vacation leave if at the same time that such vacation leave is scheduled; the employee is on sick or injury leave.

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

Vacation days shall be to be earned based on the following schedule January 1 of each year:

After 15 years:	144 hours
After 20 years:	160 hours
After 25 years:	176 hours

Unused vacation shifts shall be considered a vested benefit and will be accumulated so as not to exceed 400 hours. The EMPLOYEE may exercise the option to be paid cash for unused accumulated vacation days. The EMPLOYEE must request to be paid out for unused hours before March 31 of each calendar year. The maximum number of hours that an employee can request to be paid for each year is 160. Time accrued in excess of the above limits shall be paid out at straight time with the first pay period in January.

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

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

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

SICK LEAVE – The EMPLOYEE shall receive sick leave at a rate of eight (8) hours a month. Sick leave accumulation is unlimited. Sick leave must be used in 8 hour or greater increments. Unused sick leave will be converted to years of service upon retirement from the DISTRICT

FAMILY SICK LEAVE - An employee may utilize up to half of their annually accrued sick leave to care for a sick family. The family member need not have a "disability" or "serious health condition" for this provision to apply it may include medical, dental and vision care

appointments of a family member. "Family member" includes a spouse, registered domestic partner, child, step-child, parent, step-parent, siblings or step-siblings, grandparent, grandchild, mother-in-law and father-in-law.

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. Family sick leave hours must be used in 8 hour or greater increments and will be deducted from the accumulated sick leave bank.

All conditions and restrictions placed on an employee's use of sick leave also apply to sick leave used for an immediate family member.

BEREAVEMENT LEAVE – The EMPLOYEE may be absent from work by reason of the death of a member of the employee's immediate family. The EMPLOYEE shall be allowed a leave of absence with full pay not to exceed five days per occurrence; this leave will not be cumulative.

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

INSURANCES

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

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

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

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

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

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

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

RETIREMENT

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

1 Safety personnel hired before August 1, 2011

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|------------------------------------------------|---------------------|
| a) 3% at age 50, full | (PERS 21362.2) |
| b) Credit for unused sick leave | (PERS 20965) |
| c) 1950 Survivors Benefit 3 rd Tier | (PERS 21573) |
| d) One year highest compensation | (PERS 20042) |
| e) 2% Post retirement adjustment | (PERS 21329) |
| f) Post retirement survivor allowance | (PERS 21624/26/28) |
| g) Post retirement survivor continuance | (PERS 21635) |
| h) Retired death benefit \$500.00 | (PERS 21620) |
| i) Death benefit continuance | (PERS 21551) |
| j) Prior service credit | (PERS 20055) |
| k) Value of EPMC Reported | (Resolution 99-080) |

The EMPLOYEE shall pay his own employee contribution rate of nine percent (9%).

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

OTHER FRINGE BENEFITS

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

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

CELL PHONE – The DISTRICT will provide a monthly cell phone allowance to the EMPLOYEE for use his cell phone to perform his official duties. The allowance will not be

considered as part of the EMPLOYEE's salary. The allowance is intended to cover the majority of expected usage for an EMPLOYEE's personal cell phone and calling plan, recognizing that the EMPLOYEE retains the benefit of personal usage and having control over the equipment and plan selected.

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

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

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

CLOTHING ALLOWANCE – The EMPLOYEE as Fire Chief may be required to wear, while on duty, a full and distinctive uniform, including required patches and other attachments to the uniform. The DISTRICT shall supply the employee with all uniform requirements. The EMPLOYEE's clothing allowance shall be \$500 per year, and shall renew on July 1 of each year. Unused uniform allowance shall not carry over from prior years. The clothing allowance shall be used to purchase items as outlined in the District's Uniform Policy.

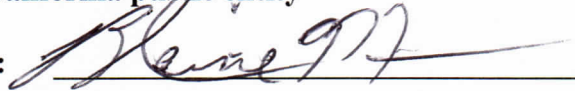
PROFESSIONAL DUES – The DISTRICT agrees to budget and pay for the professional dues and subscriptions of the EMPLOYEE necessary for his contribution and full participation in those national, regional, state, and local associations and organizations. These memberships may be necessary or desirable for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

original, but all of which together shall constitute in the aggregate one and the same instrument. A copy shall have the same effect as an original.

3. No Further Modification; Conflict. Except as set forth in this Amendment, all of the terms and provisions of the Contract shall remain unmodified and in full force and effect. In the event of any conflict between the terms, covenants and conditions of the Contract, and the terms, covenants and conditions of this Amendment, the terms, covenants and conditions of this Amendment shall govern and control.

In Witness Whereof, the Parties have executed this Amendment as of the date first written above.

ARCATA FIRE PROTECTION DISTRICT,
a California public entity

By: 

Name: Blaine Maynor

Title: President of the Board of Directors

JUSTIN MCDONALD
By: 