

**SIDE LETTER AGREEMENT BETWEEN  
ARCATA FIRE DISTRICT AND**

**ARCATA PROFESSIONAL FIREFIGHTERS LOCAL 4981**

This Side Letter Agreement ("Agreement") between the Arcata Fire District ("District") and the Arcata Professional Firefighters Local 4981 ("Union") (collectively "Parties") is entered into with respect to the following:

**WHEREAS**, the Parties entered into a 2018-2020 Memorandum of Understanding regarding wages, hours, and terms and conditions of employment;

**WHEREAS**, the Local is mindful on the use of Compensatory Time Off (CTO) and the impacts it has on the District's budget;

**WHEREAS**, the District is eager in reducing the amount of forced shift coverage days as to lessen the impacts of minimum staffing on the employees;

**NOW, THEREFORE, BE IT RESOLVED**, that the following sets forth the Parties' Agreement, which will amend the 2018-2020 Memorandum of Understanding, which continues in full force in accordance with Article 27 of the Memorandum of Understanding and the Parties' below agreement allow for CTO to be used as long as it does not create a force shift to fill the vacancy.

///

///

**ARTICLE 8: OVERTIME**

H. 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. Another employee voluntarily covers the open shift (CTO shall not create forced OT)
4. The Fire Chief or his designee may approve alterations to the above

///

///

**WHEREFORE**, 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.

FOR THE DISTRICT BOARD OF DIRECTORS,

*Rene Campbell*  
Rene Campbell

*5.22.19*  
Date

FOR THE ARCATA PROFESSIONAL FIREFIGHTER LOCAL 4981,

*[Signature]*  
Jon Busher

*5/22/19*  
Date