

**AMENDMENT-4 TO
EMPLOYMENT AGREEMENT BETWEEN
MORAGA-ORINDA FIRE DISTRICT AND DAVID WINNACKER**

This Amendment to the Agreement is made and entered into on August 18, 2021 ("Effective Date"), by and between the Moraga-Orinda Fire District ("District") and David Winnacker ("Employee" or "Fire Chief").

Recitals

A The District and David Winnacker are parties to an Employment Agreement dated December 20, 2017. That agreement was amended effective June 1, 2018 to clarify certain terms related to military service (Amendment 1). The Agreement was amended again effective January 1, 2019 to increase Winnacker's annual salary and clarify certain terms related to medical and dental insurance (Amendment 2). The Agreement was amended again effective January 1, 2020 to increase Winnacker's annual salary, provide a retention incentive and provide compensation for third party reimbursed participation in OES Master Mutual Aid (Amendment 3);

B. The Employment Agreement provides that Employee's annual salary adjustments shall be based on performance as measured against mutually agreed upon objectives as determined by the Board following the annual written performance evaluation;

C. The Board has completed its performance review of Employee for Calendar Year 2020;

D. The parties now desire to amend the Employment Agreement to increase the Employee's annual base salary, increase management leave, modify provisions regarding compensation during military leave.

AMENDMENT

Section 5.1. Salary is hereby amended to read as follows:

Effective January 1, 2021, District agrees to increase Employee's annual base salary by 3%, from \$248,325 to \$255,774, payable in installments at the same time and in the same manner as other employees of the District are paid. A 414 (h) 2 provision will be added to this base salary (currently 3.91% of base salary) that is consistent with the District's 414 (h) 2 Program, subject to the Employee paying 100% of the employee retirement contribution (28% of pensionable compensation, or \$68,652). Unless otherwise specified herein, Employee shall receive all normal and customary health, welfare and retirement benefits provided to all safety employees of the District unless otherwise provided herein. Employee's future annual salary adjustments shall be largely based on performance against mutually agreed upon objectives as determined by the Board following the annual written performance evaluation.

Section 5.12. Administrative Leave is hereby amended to read as follows:

Employee will be credited 120 hours of Administrative Leave on July 1 of each fiscal year for use within that fiscal year, beginning on July 1, 2021. Such Administrative Leave may not be accumulated over any fiscal year and carried over, nor may it be sold back.

Section 5.14 Military Service, added by Amendment 1, effective June 1, 2018, shall be amended to read as follows:

District shall pay Employee his salary for the first 30 days of temporary military leave of absence. Notwithstanding MOFD Resolution 18-11, as an additional bargained element of the Chief's compensation package, the 30 days of paid leave may include inactive duty training. Nothing herein shall alter Resolution No. 18-11 as applied to other District employees.

“District”

Aug 24, 2021

Dated: _____


Craig N. Jorgens (Aug 24, 2021 14:37 PDT)

Craig Jorgens, President

“Employee”

Aug 23, 2021

Dated: _____


Dave Winnacker (Aug 23, 2021 15:37 PDT)

David Winnacker

Approved As To Form:


Jonathan V. Holtzman (Aug 24, 2021 14:35 PDT)

Jonathan V. Holtzman
District Counsel