

**RESOLUTION NO. 2021-23**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND THE NOVATO PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF Local 1775**

WHEREAS, the Novato Professional Firefighters Association, IAFF Local 1775 (“Association”) is the formally recognized employee organization of the Novato Professional Firefighters representation unit; and

WHEREAS, the Association members provide valuable all risk services to the Novato Fire District; and

WHEREAS, the District, via its representatives, has negotiated with the Association regarding adjustments to the salary and benefits of Association members; and

WHEREAS, the Board of Directors finds that salary and benefits for the Association members, as described in the Memorandum of Understanding attached hereto as **Exhibit A**, are necessary to maintain a competitive salary and benefit plan and effectively retain District employees;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The President of the Board of the Directors is authorized to execute the Memorandum of Understanding attached hereto as **Exhibit A** and bind the District to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, County of Marin, State of California, this 1st day of December 2021, by the following vote:

AYES: *Davis, Francisco, Gaines, Hadfield, Silverman*

NOES: *none*

ABSTAIN: *none*

ABSENT: *none*

  
\_\_\_\_\_  
Lj Silverman, President, Board of Directors

Attest:   
\_\_\_\_\_  
Jeanne Villa, Clerk of the Board



The logo of the Novato Fire Protection District is a shield-shaped emblem. At the top, the word "NOVATO" is written in a bold, sans-serif font. Below this is a large Maltese cross, which is a common symbol for fire departments. In the center of the cross is a circular emblem containing a stylized figure of a firefighter holding a hose, with flames rising behind them. At the bottom of the shield, the words "FIRE DISTRICT" are written in a bold, sans-serif font.

**MEMORANDUM OF UNDERSTANDING**

*between*

**Novato Fire Protection District**

*and*

**Novato Professional Firefighters Association,  
IAFF LOCAL 1775**

**JULY 1, 2021 – JUNE 30, 2025**

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**MEMORANDUM OF UNDERSTANDING**  
**between**  
**NOVATO FIRE PROTECTION DISTRICT**  
**and**  
**NOVATO PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 1775**

The Novato Professional Firefighters Association, IAFF Local 1775 hereinafter referred to as the "ASSOCIATION" and/or "NPFA" and representatives of the Novato Fire Protection District, hereinafter referred to as "DISTRICT" and/or "NFPD" have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit specified in Chapter 1, have exchanged freely information, opinions, and proposals and have reached agreement on all matters relating to the employment conditions and the employer/employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500, et seq.) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Novato Fire Protection District Board of Directors as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2021 and ending June 30, 2025. When ratified by the Board of Directors, this Memorandum of Understanding shall be binding upon the Novato Professional Firefighters Association, the employees it represents, and the Novato Fire Protection District.

**Acknowledgements**

We gratefully acknowledge the dedicated work of NFPD and NPFA negotiation team members:

Bill Tyler, Fire Chief

Dan Peters, NPFA President

Dmitri Menzel, Deputy Chief

Adam Black, NPFA Negotiator

James Galli, Board of Director Negotiator

Geoff Larkin, NPFA Negotiator

Marc Teldeschi, NPFA Negotiator

# 1 GENERAL PROVISIONS

## 1.1 Recognition

### 1.1.1 Association Recognition

The Novato Professional Firefighters Association, IAFF Local 1775, is a recognized employee organization, as defined by Government Code Section 3501(b) for all employees in classifications represented by the Association.

### *1.1.2 District Recognition*

Fire Chief Bill Tyler, and James Galli were appointed as negotiators and representatives of the District for the negotiations between the Association and District, as approved by the District Board of Directors on April 1, 2020.

## **1.2 Existing Practices**

Existing beneficial practices or procedures shall be maintained to the extent that they are matters within the wages, hours, and other terms and conditions of employment scope of representation as defined by Government Code 3504.

# **2 ASSOCIATION**

## **2.1 Release Time**

The District and Association agree that the District shall allow up to three (3) Association representatives, who are official representatives of the Association, to be given time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the district on matters within the scope of representation. Except by mutual agreement, the number of Association representatives excused for such purposes shall not exceed three (3) at one time.

## **2.2 Steward Clause**

The NPFA is affiliated with IAFF, Local 1775, and the NPFA and the District agree that the Association shop steward or NPFA Executive Board members shall be permitted to use a reasonable amount of work time to conduct Association business, but shall not countermand a supervisor or course of District business.

## **2.3 Dedicated WIFI and Hardware for NPFA Member Use**

The District agrees to allow the NPFA to examine the possibility of installing dedicated wifi and hardware for use of NPFA members while on duty. The following conditions shall apply:

1. WIFI and hardware shall not be allowed to connect to the District's network.
2. All costs associated with this program, including but not limited to, hardware, software, and WIFI shall be paid by the NPFA.
3. The District agrees to allow the NPFA to ask the IT Analyst to assist in costing of items, and feasibility of the program. District IT personnel will not in any way install or maintain any items associated with this program.
4. It is understood that all employees using these systems, shall not be exempt from discipline if activities taking place on this system place the District in a disparaging light, interfere with District operations, or violate District policies and procedure.

## 3 COMPENSATION

### 3.1 Introduction

The District and the Association agree to the obligation to confer "in good faith" regarding the following wage benefits and policies with respect to wages, hours, and other terms and conditions of employment, and to sincerely attempt to reach agreement on these issues, including the following wage benefit categories.

### 3.2 One Time Bonus

In recognition of the extraordinary effort and sacrifices during the COVID-19 pandemic and extreme wildfire season, the District proposes an off-schedule/one-time bonus in the amount of \$5,000 to be paid within 30 days of full ratification of the tentative agreement. This applies to employees employed on January 1, 2021.

### 3.3 Salary Increases

#### *Year 1:*

- Effective July 1, 2021 – 2% increase to individual members base salary. This 2% increase will be applied retroactively from the date of the ratification of the new contract back to July 1, 2021.
- Effective January 1, 2022 – 2% increase to individual employee base salary.

#### *Year 2:*

- Effective July 1, 2022 - 2% increase to individual employee base salary. However, if the property tax estimate realized by the NFPD (based on the County of Marin Net Property Tax Revenue for the NFPD) as of June 2022 is more than 2% above the previous year's property tax revenue, then for each full percentage increase in property tax the NFPD realizes over 2%, the NPFA's members will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.

#### *Year 3:*

- Effective July 1, 2023 - 2% increase to individual employee base salary. However, if the property tax estimate realized by the NFPD (based on County of Marin Net Property Tax Revenue for the NFPD) as of June 2023 is more than 2% above the previous year's property tax revenue, then for each full percentage increase in property tax the NFPD realizes over 2%, the NPFA's members will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.

#### *Year 4:*

- Effective July 1, 2024 - 2% increase to individual employee base salary. However, if the property tax estimate realized by the NFPD (based on County of Marin Net Property Tax Revenue for the NFPD) as of June 2024 is more than 2% above the previous year's property tax revenue, then for each full percentage increase in property tax the NFPD

realizes over 2%, the NPFA's members will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.

*Note: See Base Salary Table in Appendices, page 31*

### **3.4 Budget Preservation Measures in The Event of Fiscal Emergency**

Should there be a total property tax revenue decrease of 7% or greater in any fiscal year, upon request of the District, NPFA will return to negotiations within 60 days through meet and confer concerning wages and benefits and other related issues in order to resolve the budget deficit.

### **3.5 Engineer Pay Parity**

Engineer rank will have pay parity with the Firefighter/Paramedic 5 in regard to pay.

### **3.6 Educational Incentive Program**

#### **3.6.1 Educational Incentive Program I**

This educational incentive provides for a maximum 3% increase in retirement subvention towards the member's contribution. PEPRAs employees' are not eligible to receive educational incentives in the form of retirement subvention. PEPRAs employees' educational incentives will be applied to their 457b deferred compensation account. The member may obtain 1% for meeting a criterion in each of the three following categories (max 1% per category):

#### **Category 1:**

- Participation in the Marin County USAR Team (increase to 9 members)
- Participation in the Marin County Hazmat Team
- Participation on the Marin County Fire Investigation Team
- Participation on the Marin County Behavioral Health Team
- Four (4) certifications from list of specialty rescue courses
- Active assignment to an Incident Management Team
- Fire Science Certificate
- EMS: CPR Instruction and Preceptor Qualified

#### **Category 2:**

Category 2 incentive criterion is to meet the class requirements of the next rank above as stated in the current Career Development guide for FF/PM, Engineer, and Captain.

The following positions will obtain 2% due to lack of acting positions above their rank:

- Fire Prevention Specialist: Obtain qualifications for Fire Inspector
- Fire Inspector: Obtain qualifications for Deputy Fire Marshal
- Deputy Fire Marshal: Obtain qualifications for Fire Marshal
- CQI coordinator: M.D. or D.O. License

### **Category 3:**

The member will be able to perform in a higher rank in an acting capacity:

- FF/PM: Relief Driver Trainee or Acting Captain Trainee
- Engineer: Acting Captain Trainee
- Captain: Acting Battalion Chief Trainee

### **Specialty Classes:**

- Rescue Systems 1
- Rescue Systems 2
- Confined Space Rescue Operations
- Trench Rescue
- Vehicle Extrication
- Ventilation Training
- Hazardous Materials Decon
- Swift Water Rescue Technician 1

#### **3.6.2 Educational Incentive Program II (Effective June 30, 2008)**

This educational incentive provides for the following increases for each academic and professional certification to be paid on a monthly basis to permanent members. All members receiving educational incentive will have to maintain 10 hours of annual continuing education (CE) as outlined in the CE Professional Development Guidelines.

### **Firefighters, Paramedic Firefighters and Engineers**

- \$50.00 CSFM Fire Instructor II
- \$50.00 Associated of Art or Science Degree, or;
- \$100.00 Bachelors of Art or Science;
- \$50.00 CSFM Fire Officer, or Company Officer Certification;
- \$50.00 CSFM Fire Mechanic 1

*NOTE: The maximum educational incentive per month is \$150.00*

### **Captains**

- \$50.00 CSFM Fire Instructor II
- \$50.00 Associated of Art or Science Degree, or;
- \$100.00 Bachelors of Art or Science, or;
- \$150.00 Master of Art or Science;
- \$ 50.00 CSFM Fire Inspector 1 Certification;
- \$ 50.00 CSFM Chief Officers Certification;
- \$ 50.00 CSFM Fire Mechanic 1

*NOTE: The maximum educational incentive per month is \$200.00*

## **Deputy Fire Marshal, Inspector, Fire Training Specialist, Public Educator**

- \$50.00 CSFM Fire Instructor II;
- \$50.00 Associate of Art or Science Degree, or;
- \$100.00 Bachelor of Art or Science;
- \$50.00 CSFM Fire Investigator I, or Fire Investigator;
- \$50.00 Fire Prevention Officer
- \$50.00 Fire Inspector I
- \$50.00 CSFM Public Educator, or Community Risk Educator.

*NOTE: The maximum educational incentive per month is \$200.00*

### **3.7 Miscellaneous Compensation Items**

1. The District will issue one check per member twice a month; on the 15th and the end of the month.
2. The District will reconcile all pay discrepancies by the next pay period following notification of the problem.
3. Overtime will be compensated at 1 ½ times the base rate for the position based on actual hours worked.
4. Members may elect to accrue CTO2 hours for overtime worked during designated "fire season". The Fire Chief or his/her designee shall establish the beginning and end of "fire season". CTO2 hours may not be used for time off, but may be cashed in for pay during any pay period after the date the CTO2 was accrued. CTO2 is accrued at an overtime pay rate, and may be accrued to a maximum of 480 hours (a combination of the CTO and CTO2 banks) pursuant to the Fair Labor Standards Act. All CTO2 hours accrued during the fiscal year not yet cashed out must be cashed out during the last week of the fiscal year. Therefore, every full hour worked equals 1 and ½ hours of accrued CTO2. CTO2 is accrued in lieu of overtime pay.
5. Members shall be allowed to convert vacation hours to CTO2 hours upon request, utilizing the appropriate administrative form and in accordance with policy 1047. This permits a represented member to cash out accrued vacation time in the form of CTO hours at any time throughout the year.
6. The District requires that all accrued CTO (CTO, CTO2) be cashed out prior to the represented member being promoted to the rank of Captain, Battalion Chief, Deputy Fire Chief, or Fire Chief. This ensures that the accrued CTO is paid at the rate commensurate with the rank that the represented member held at the time of the CTO accrual.
7. Captains working callback as Acting Battalion Chiefs will receive Battalion Chief's pay at 1 ½ times their base rate.
8. Members will receive "Out-of-Class" pay for each full hour they work outside their regular classification on their regular shift.
9. The District will provide Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS) and trauma training recertification on a two year basis in-house. In-house training for ACLS, PALS, and trauma training provided by District personnel shall be equivalent to recognized third party providers such as AHA. The District shall assume

all costs for such classes including certificates. Four (4) hours of Continuing Education (CE) will be provided in-house, per individual, per block.

10. Administrative Captains will receive and maintain parity pay with shift Captains.

## **4 BENEFITS**

### **4.1 Introduction**

The District and the Association agree to the obligation to confer "in good faith" regarding the following benefit programs and benefit policies with respect to wages, hours, and other terms and conditions of employment, and to sincerely attempt to reach agreement on these issues, including the following benefit categories.

#### *4.1.1 Insurance for Active Members*

##### **Medical**

##### *District Employer Contribution for Medical Insurance Benefits*

On January 1, 2011 or the earliest allowable date, the District agrees to contract with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing members and their dependents with access to medical insurance benefits. Members must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

The amount required by Government Code Section 22892 shall be the District's Employer Contribution for medical insurance benefits. This contribution is required only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

Beginning January 1, 2011, the District will provide a maximum employer contribution that is equal to the minimum contribution required under the PEMHCA.

##### *Supplemental Benefit Allowance*

The District agrees to provide a Supplemental Benefit Allowance to all full-time represented members eligible to participate in the District's medical insurance benefits. Receipt of any Supplemental Benefit Allowance shall be in addition to the District Employer Contribution that is provided in the previous paragraphs.

The Supplemental Benefit Allowance provided to a member shall be determined based on a member's participation level. Any Supplemental Benefit Allowance can only be used by a member to offset the cost of participation in District sponsored medical benefits that are available through an IRS Section 125 cafeteria plan. Upon ratification of this agreement, the District shall provide a Supplemental Benefit Allowance that when added to the PEMHCA contribution, totals 80% of the Kaiser HMO premium for active members who enroll in medical insurance for Member Only, Member + 1 Dependent, or Member + Family1.

The District's contribution towards medical insurance premiums is based upon the FDAC/EBA 2010 Kaiser HMO premiums and the CalPERS Kaiser HMO premium in 2011. This rate shall be adjusted annually based upon the Kaiser HMO premium.

Members are responsible for paying the difference between the cost of their selected medical insurance premium and the established Supplemental Benefit Allowance.

#### *Section 125 Cafeteria Plan*

The District agrees to maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing members with access to various health benefits.

#### *Medical Insurance Stipend*

The District will provide a \$700.00 per month stipend to a deferred compensation plan for members who choose not to participate in the District's medical insurance program.

Members who choose not to participate in the District's medical insurance program are not eligible to receive any Supplemental Benefit Allowance as described previously.

The District requires all members to have a medical insurance plan. Members choosing this option will submit a Waiver of Medical Insurance Coverage form.

#### **Dental**

The District shall pay 100% of the premium for dental coverage for \$1500 per person per year, for all members and their dependents.

The District's dental plan covers orthodontia for adults and children. The orthodontia benefit is 50% to a maximum of \$1,500 and is subject to an annual deductible.

The annual deductible is \$50 (\$150 for Family) and does not apply for Preventive Care Services. The deductible applies to Basic, Major and Orthodontia Care.

#### **Vision**

The District shall pay 100% of the premium for vision coverage for all members and their dependents.

#### **Life**

The District agrees to contribute twelve dollars (\$12.00) per month toward life insurance plan(s) and the District shall deduct the remaining required premium from the member's paycheck.

It is understood and agreed that life and accidental death and dismemberment (AD&D) insurance plans are under the control of the individual Association member, and the District assumes no responsibility or liability for the maintenance, sponsorship or scope of the plans and their benefits.

#### **Employee Assistance Program**

The District reserves the exclusive right to enter into an Employee Assistance Program and it is subject to annual review. The current EAP program through FASIS, and administered by Managed Health Network (MHN) offers 9 counseling sessions per incident, per year for all members and their dependents along with on-line services.



#### 4.1.2 Insurance for Retired Members

##### **Medical**

###### *District Employer Contribution for Retiree Medical Insurance Benefits*

On January 1, 2011 or the earliest allowable date, the District agrees to contract with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing retired members and their dependents with access to medical insurance benefits. Members must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

The amount required by Government Code Section 22892 shall be the District Employer Contribution for Retiree Medical Insurance Benefits. This contribution is required only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

Beginning January 1, 2011, the District will provide a maximum retired employer contribution that is equal to the minimum contribution required under the PEMHCA.

Any contribution provided to a retired member under this provision shall not exceed the District Employer Contribution for Retiree Medical Insurance Benefit as described previously. The District contribution to retired member's medical coverage shall be required only to the extent required by law.

###### *Supplemental Retiree Benefit Allowance*

The District agrees to provide a Supplemental Retiree Benefit Allowance to retired members. Receipt of any Supplemental Retiree Benefit Allowance shall be in addition to any employer contribution that is provided in the previous paragraphs, see District Employer Contribution for Retiree Medical Insurance Benefits on page 2-4.

The Supplemental Benefit Allowance provided to a member shall be determined based on a member's participation level (Tier 1 or Tier 2). The District shall pay a Supplemental Retiree Benefit Allowance, equal to the difference between the PEMHCA minimum and the established percentage the District pays towards a medical insurance plan premium, into a plan that does not impact the retired member's tax liabilities.

Any Supplemental Retiree Benefit Allowance can only be used by a member to offset the cost of participation in District sponsored medical benefits.

###### *Supplemental Retiree Benefit Allowance*

###### *Medical Insurance Tier 1 – Retired Members as of December 31, 2010 (Existing Retired Members and Members who Retire on or prior to December 31, 2010)*

For members who retire on or prior to December 31, 2010 the District will provide a Supplemental Benefit Allowance equal to the difference between the PEMHCA minimum and:

- 83.29% of medical insurance premiums for retired members with dependent coverage, OR
- 100% of medical insurance premium for retired members without dependent coverage

###### *Supplemental Retiree Benefit Allowance*

***Medical Insurance Tier 2 – Members Hired on or prior to June 30, 2009 and Retired on or after January 1, 2011 (Existing Members Who Retire on or after January 1, 2011)***

Beginning January 1, 2011, the District will provide a Supplemental Retiree Benefit Allowance based upon a vesting formula. Each member shall fall into a category below based on current years of service as of July 1, 2010.

<b>CURRENT YEARS OF SERVICE AS OF JULY 1, 2010</b>	<b>VESTING BASE</b>
0 TO 5 YEARS	55%
5 TO 10 YEARS	60%
10 TO 15 YEARS	65%
15 TO 20 YEARS	70%
20 TO 25 YEARS	75%
25 TO 30 YEARS	80%

Each member shall accrue additional coverage at 0.75% for each year of service. This accrual will be in addition to the vesting base percentage described above. The sum of these two calculations shall be the total percentage of healthcare premium that is paid for by the District covering family, member and spouse or single of the Kaiser HMO Premium to a maximum of 80% on January 1, 2011, 75% on April 1, 2023 and 70% on April 1, 2028.

For members hired before July 1, 2009 the District shall establish a Retirement Health Savings (RHS) plan that will provide tax advantaged income to pay for retirement medical insurance premiums. The District shall contribute a \$100 per month contribution to the mandatory \$50.00 per month member contribution for members under the age of 40 for a total combined contribution of \$150 per month. When current members reach the age of 40, the member contribution shall increase to \$75.00 per month and the District contribution will increase to \$125 per month for a total combined contribution of \$200 per month. For members over the age of 40 at the time of this MOU ratification, the District shall contribute a \$150 per month to the mandatory member contribution of \$75.00 per month for a total of \$225 per month.

A one-time vesting base formula adjustment to 70% for current members who were over the age of forty and had eleven years of service or less on July 1, 2010.

***Retired Medical Insurance Tier 3 – Members Hired on or after July 1, 2009 (Future Members not yet Hired)***

Members hired on or after July 1, 2009 may purchase medical insurance through the District in retirement and the District will pay the minimum contribution required under the PEMHCA law.

The District will establish a mandatory Retirement Health Savings Plan that will provide all new members, hired on or after July 1, 2009, tax advantage income to pay for retirement medical insurance premiums. Members will be required to contribute \$150.00 per month to a Medical Savings Plan. The District shall contribute \$200.00 per month for a combined contribution of \$350 per month.

## **Dental**

Retired members may purchase dental insurance through the District; the retired member pays 100% of the premium cost.

## **Vision**

Retired members may purchase vision insurance through the District; the retired member pays 100% of the premium cost.

### **4.1.3 Most Favored Nations**

Any increase by the NFPD (to the NFCOA or NSAS group) after this MOU with the NPFA will be matched in an equal amount to the members for the Novato Professional Firefighters Association for the duration of this MOU in the following categories only:

1. Healthcare plan employer benefits contribution
2. Life insurance employer contribution
3. Salary continuance insurance employer contribution

### **4.1.4 Deferred Compensation**

The District shall contribute \$100.00 per month toward a member's deferred compensation plan, provided the member contributes at least \$100.00 per month to his/her deferred compensation plan.

### **4.1.5 Alpha Pagers**

The District shall provide alphanumeric pager to members of specialized teams such as the Marin County Urban Search and Rescue Team, the County Hazardous Materials Team or when an operational need has been determined. The District will incur the cost of statewide coverage for these pagers.

### **4.1.6 Retirement**

#### **3% at 50 Retirement Tier**

Effective January 1, 2002 the District adopted the 3% @ age 50 retirement tier for all safety members.

This benefit was to be granted to all reciprocal safety members employed by the District as of January 1, 2002.

This benefit will not be granted to deferred or reciprocal safety members who are not employed by the District as of June 30, 2001.

#### **3% at 55 Retirement Tier**

On January 1, 2008 the District adopted a 3% @ age 55 retirement tier for all safety members hired after this date.

#### **Public Employees Retirement Act (PEPRA) Tier**

Effective January 1, 2013 the District will comply with the PEPRA Tier for all employees

hired on or after this date.

## **Public Employees Retirement Act (PEPRA) Tier 2**

On July 1, 2017, the District established a new PEPRA tier for safety members hired on or after July 1, 2017. This tier will have a maximum Cost of Living Adjustment (COLA) of 2% annually. MCERA will identify this tier as Safety Tier 3A.

### *4.1.7 Accrued Sick Leave Towards Retirement*

A member's accrued sick leave may be applied toward retirement credit.

#### *Payout*

Beginning January 1, 2011, if a member chooses not to use accumulated sick leave toward retirement (service time increase), he/she shall be paid at 50% of their regular hourly salary for all accumulated sick leave up to the maximum of 2912 hours for shift members and up to 2080 hours maximum for day members. The members shall have the option to designate any percentage of the value of their accrued leave to either or a combination of deferred compensation or as pay.

For annual sick leave accrual payments in excess of the maximum, members shall be compensated at 100% of the regular hourly rate each December 1. The members shall have the option to designate any percentage of the value of their accrued leave to either or a combination of deferred compensation or as pay.

### *4.1.8 District and Employee MCERA Contribution after 30 Years of Service*

After 30 years of participation in the MCERA, the member is no longer required to make retirement contributions. The employer continues to make contributions to MCERA until the employee's retirement or separation.

### *4.1.9 Career Development Incentives*

Career development classes provided in-house shall be given priority over all the District's scheduling, excluding emergency response readiness and previously scheduled public service events. The District shall make a reasonable effort to facilitate any on-duty personnel registered to attend such classes. Priority to attend such classes shall be given in order of regularly scheduled personnel followed by call-back personnel and then personnel working trades.

### *4.1.10 Sick Leave Incentive*

All represented members on a 56-hour work week will be awarded the equivalent of 12 hours of pay for each quarter of the year that sick leave is not used. Represented members on a normally scheduled 40-hour work week will be awarded the equivalent of 8.5 hours of pay for each quarter of the year that sick leave is not used. FMLA leave shall not count as used sick leave. The sick leave incentive amount will be contributed into the members deferred compensation account.

### *4.1.11 Assignment of District Vehicles*

At the discretion of the Fire Chief, the positions of Deputy Fire Marshal, Fire Prevention Specialist, and Fire Inspector may be provided a District take home vehicle for use in traveling to the member's assigned work shifts and stations, for deployment to an incident, for attending a training exercise, for deployment to a District public education or interaction event, and for other District business as approved by their supervisor.

The District shall be responsible for fuel, insurance, registration, and maintenance of the

vehicle when used in accordance with the provisions set forth in this section of this MOU.

#### **4.1.12 USAR Dog Program**

Ongoing support of the USAR dog program is at the discretion of the Fire Chief, and may be terminated at any time.

The dog handler shall be provided a District vehicle for use in transporting the dog to and from the handler's assigned work shifts and station, for deployment to an incident, for attending a training exercise, for deployment to District public education or interaction event, and/or for deployment with a FEMA USAR team.

The District shall be responsible for fuel and maintenance of the vehicle used in accordance with the provisions set forth in this section of the MOU.

The District shall be responsible for the cost of dog food and veterinary care for the USAR dog when other financial support is not in place (i.e. grants, FEMA funding, donations).

## **5. LEAVES**

### **5.1 INTRODUCTION**

The District and the Association agree to the obligation to confer "in good faith" regarding the following leave agreements and policies with respect to wages, hours, and other terms and conditions of employment, and to sincerely attempt to reach agreement on these issues, including the following leave categories.

#### **5.1.1 Bereavement Leave**

Bereavement leave, taken at no charge to the member, is granted for members the event of a death within the immediate family of the member including: spouse, mother, father, child, step-child, grandmother, grandfather, sister, brother, brother-in-law, sister-in-law, spouse's parents and spouse's grandmother and grandfather and domestic partners.

#### **5.1.4 Catastrophic Leave**

Permanent full-time and part-time members who are incapacitated due to an off-duty-catastrophic illness or injury may retain their position within the organization, with pay and benefits for a period of up to one year. The program will be known as the Catastrophic Leave Plan.

A catastrophic illness or injury is a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude a member from returning to work for an extended period of time, during which the member will exhaust all of his/her accumulated leave balances.

#### **5.1.5 Compensatory Time Off**

Members who work overtime will be given the opportunity to convert their time worked into Compensatory Time Off (CTO).

CTO accrual shall be capped at a maximum of 96 hours. CTO shall accrue at 1 ½ hours per hour worked up to a maximum of 36 hours per 24 hour shift, for shift personnel; and 12 hours per 8 hour day for day personnel.

A member may elect to have time worked applied towards their sick leave account, not to

exceed the cap as outlined in the Sick and Other Health Leaves policy. CTO may be converted to sick leave only with written approval by the Fire Chief, NPFA President, and HR Manager.

#### ***5.1.6 Emergency Leave***

The use of emergency leave is intended to be conservatively interpreted as limited to extreme personal situations where the member must be home with their family such as the birth of a child, death of a family member (beyond or in addition to the time provided by the District's other leave policies) or other major emergencies relating to family members.

#### ***5.1.7 Family Medical Leave***

To the extent not already provided for under current leave policies and provisions, the Novato Fire Protection District will provide family and medical leave for eligible members as required by State and Federal laws.

#### ***5.1.8 Family Sick Leave***

In accordance with the Labor Code section 233 the District will allow a member to use up to one half (½) of their yearly accrual of sick leave for the illness or injury of an immediate family member in any calendar year.

Family Sick Leave is leave from duty which may be granted by the District to a member because due to the injury or illness of the member's immediate family which requires the member's attendance. Family Sick Leave may also be taken in order to take care of a spouse or domestic partner who has given birth.

#### ***5.1.9 General Sick Leave***

Each shift member earns 12 hours per month for each month of paid status and each day member earns 8.5 hours per month (per the .71% conversion factor used for the 56 hour work week) for each month of paid status.

The Sick Leave account for a represented member may be supplemented by elective contributions from CTO and Vacation rollover on an hour-for-hour basis.

The Sick Leave cap is 2912 hours.

#### ***5.1.10 Personal Sick Leave***

Personal Sick Leave is leave from duty which may be granted by the District to a member because of personal illness, injury, or for personal medical, dental, and optical appointments to the extent that such appointments cannot be scheduled outside the work day.

#### ***5.1.11 Pregnancy Leave***

A pregnant member shall be entitled to a leave of absence without pay for up to four (4) months so long as the member's attending physician certifies that she is physically unable to work due to pregnancy, childbirth, or a related medical condition.

#### ***5.1.12 Shift Trades***

Members working shift will be given the opportunity to work Shift Trades with other qualified members at no disservice to the District.

There are unlimited trades for members who are not on entry level probation.

There are unlimited trades for permanent members who are not on entry-level probation. The district is not responsible for ensuring trades are paid back; this responsibility solely rest upon

the individuals who engaging in this practice.

Members on entry-level probation are not allowed to make trades for 6 months commencing with their date of hire. After which, a maximum of two trades may be granted during the remainder of the member's probation period. Granting of trades shall be by the supervisor assigned to the probationary member or the Battalion Chief on the member's regularly assigned shift. Granting of trades shall be based upon satisfactory job performance and may be denied regardless of performance. Entry-level probationary members may take a maximum of 2 (24 hour) trades during their probation.

#### *5.1.13 Flex Time*

Day members will be given the opportunity to work Flex Time with approval of their supervisor.

#### *5.1.14 Vacation*

Effective January 1, 2008 vacations are earned as follows:

Years of Service	Shift Accrual – Annually	Day Accrual - Annually
1 Year	6 Shifts	102 hours
5 Years	9 Shifts	153 hours
10 Years	11 Shifts	187 hours
15 Years	13 Shifts	221 hours
20 Years	16 Shifts	272 hours
25 Years	18 Shifts	306 Hours

#### *5.1.13 Vacation Rollover*

The District will allow members to rollover their annual vacation shifts to the following year and each member may bank twice their annual vacation accrual in this account.

The District at the request of the member will pay the member up to 50% of his/her total accrued vacation. Cash out will only take place during the last pay period of June.

#### *5.1.14 Request for Fifth Person Off*

The District agrees to allow a fifth person off every shift during non-wildland season. This fifth person will be a shift notice, 24 hours or less, CTO Off request with Battalion Chief approval. This fifth person CTO Off request will only be granted if there are qualified members available to work on the pick list. The fifth person CTO Off shall not be utilized if it results in the need for mandatory overtime.

#### *5.1.15 Holidays*

Paid Holidays for day personnel are: New Years' Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, the Friday following Thanksgiving, Christmas, 4-hour holiday on weekday Christmas Eve, and two (2) floating holidays taken at members' discretion.

September 11th shall be recognized as a "safety stand-down day" in alignment with IAFF stand-down procedures.

June 19<sup>th</sup> (Juneteeth) shall be recognized and the holiday routine will be observed.

#### **5.1.16 Holiday Routine**

Holiday routine is to be defined as tasks necessary to insure the proper and immediate readiness for emergency response. Participation in public education events (i.e., parades, celebrations, neighborhood requests etc.) takes priority on these holidays and will not be excluded from District activities.

Holiday routine will be granted for the above holidays that the day staff is given paid holidays, as well as for the Juneteenth holiday (June 19 annually).

If an approved holiday for administrative day members falls on a weekend, they will be given a full day off either the day before or the day after; whichever is closer to the holiday. Shift members will only be granted holiday routine for the actual holiday.

## **6 TERMS AND CONDITIONS OF EMPLOYMENT**

### **6.1 Introduction**

The District and the Association agree to the obligation to confer "in good faith" regarding the Districts Career Development Guide with respect to wages, hours, and other terms and conditions of employment; and to sincerely attempt to reach agreement on these issues, specifically the qualification requirements for each position.

The District and the Association agree and acknowledge that it is important for members in the bargaining unit represented by the Association to have significant promotional opportunities for career advancement and that these opportunities should be defined in the Novato Fire Protection District Career Development Guide.

### **6.2 Staffing**

The District reserves the right to review the impact of staffing in regards to extraordinary circumstance(s).

Any staffing decisions in regards to the impact upon the members of the Association as it relates to wages, hours, and working conditions shall be subject to the meet and confer process.

#### **6.2.1 Staffing 48/96 Schedule**

The District and the Association agree to utilize the 48/96 (2x4) staffing schedule.

#### **6.2.2 Station Bidding**

The District and the Association agree to station bidding for represented personnel effective January 1, 2008.

Station bidding will occur within assigned shift, and be seniority based.

The District will maintain the right to assign personnel to apparatus or stations to best serve the community. Examples of this include probationary personnel, newly promoted personnel, training, and discipline. In general, the district will attempt to refrain from moving personnel without strong, compelling reasons and not arbitrary feelings or opinions.



### **6.2.3 Constant Staffing**

To assure fiscal efficiency, maintain appropriate service levels to the community, and to provide consistent staffing guidelines, the District and the Association agree to maintain no less than three personnel on an engine or any cross-staffed engine or truck combination and two Firefighter/Paramedics on the two first-out ALS medic ambulances.

The District shall attempt to keep shift numbers equally balanced. If staffing levels drop below 19 through the use of short or long term leave or out of county deployments, the District shall fill the position with overtime. Overtime shall be utilized if the sizes of the companies were to drop below a three-person company for engines and cross-staffed engines, or two-person ALS medic ambulances and extra members assigned to that shift were not present to fill the open positions.

If new personnel are hired and assigned to a shift creating a situation where the shift number exceeds 19 personnel then the constant staffing number shall increase to meet the actual number of personnel assigned to each shift. The shift constant staffing number shall be equal across all three shifts.

For long-term leave options including extended workers compensation, light duty assignments, or extended sick leave where it is anticipated the leave will exceed three months; the District may temporarily transfer excess members from another shift to make up for any staffing shortages.

Both parties recognize that service levels are established by the Board of Directors.

### **6.2.4 Overtime**

To provide a method for the fair and equitable distribution of available overtime shifts to qualified shift members including routine coverage, emergency, and/or augmented staffing during critical periods.

### **6.2.5 Mandatory Overtime Shift Members**

To provide a method for the fair and equitable distribution of mandatory overtime shifts to qualified shift members, when these shifts cannot be filled by the provisions listed in the Overtime policy.

### **6.2.6 Minimum Staffing**

To assure appropriate (fiscal efficiency) and consistent (certification, rank, training levels) staffing guidelines for the Novato Fire Protection District fire stations and apparatus.

### **6.2.7 Reclassification to Firefighter/Paramedic**

When vacancies occur in the job classification Firefighter/Paramedic, Firefighters with current paramedic licensure may temporarily volunteer to fill such vacancies for up to one year, or until such time as the vacancy is permanently filled, whichever occurs first.

When vacancies occur in the job classification Firefighter/Paramedic, Firefighters with current paramedic licensure may request permanent re-classification transfers based on the seniority system

### **6.2.8 Shift Transfers**

The District reserves the right to provide a fair and equitable method of transferring members between shifts to maintain adequate staffing, fill vacancies, meet operational needs and manage member performance.

### **6.2.9 Firefighter Positions**

The District retains the right to not fill up to three allocated firefighter positions.

Entry Level Employment Probationary Period is one year from the time the new hire employee begins regular duty, after completing their NFD training academy; academy plus 12 months on shift. "On shift" includes the 6-shift EMS evaluations before a regular shift and station are assignment. If a new, entry level employee is hired and goes directly to shift, the probationary period is 12 months from the date they go on shift.

### **6.2.10 Paramedic Positions General**

The parties agree that from time to time, the number of paramedics in the District will vary. However, the District will make every reasonable effort to maintain a desirable level of paramedics, if this does not cause any overall service reduction in the District.

The parties agree that in the event it becomes necessary for the District to lay off members, said members shall be reduced in accordance with the Reduction in Force Procedures.

Should the reductions cause the number of qualified Firefighter/Paramedics in the paramedic program to fall to nine (9), those nine (9) Firefighter/Paramedics shall be exempt from the RIF procedures.

Should the number of participating qualified Firefighter/ Paramedics fall below nine (9), the District may hire members from the outside to fill said positions.

Up to nine (9) and said members shall be exempt from the RIF procedures, until or unless qualified Firefighter/Paramedics in the Department or on a re-employment list, with greater seniority as Firefighter/Paramedics in the District, should request to re-enter the program.

Entry Level Employment Probationary Period is one year from the time the new hire employee begins regular duty, after completing their NFD training academy; academy plus 12 months on shift. "On shift" includes the 6-shift EMS evaluations before a regular shift and station are assignment. If a new, entry level employee is hired and goes directly to shift, the probationary period is 12 months from the date they go on shift.

### **6.2.11 Paramedic Engine Companies**

The District has an established a Paramedic Engine Company program.

A minimum of one licensed Paramedic and the related equipment will make up a Paramedic Engine Company.

The District will staff engines with paramedics whenever feasible

### **6.2.12 Out of County Deployment Voluntary List**

The District and Association agrees to the creation of a Voluntary Out of County Deployment List (VOCDL) consistent with other Marin Fire Agencies. The District agrees to immediately form a committee to create a mutually agreed upon process and policy that will be implemented for the term of this contract. The process will be reviewed annually during the wildfire CQI process. After the second-year, Fire Chief shall review the VOCDL process and policy with the Association President. The Fire Chief has the authority to modify, extend, or end the VOCDL process and policy. After the third year of the VOCDL, the process and policy will become permanent, and can only be changed through the meet and confer process. The use of such process and list will not cause a disservice to the Novato community.

## **6.3 Eligibility for Promotional Exams**

Eligibility for promotional exams shall be as follows:

- Engineer Position Two years fully paid experience with the District.
- Captain Position Hold rank of FF/PM5 and or F5 or equivalent, or three fully paid years of experience with the District.

Personnel wishing to take a promotional exam must meet the most current qualifications, for the desired position, as found in the latest version of the Career Development Guide and be certified as an actor in that position, at the time that applications to take the test are due as per the official test announcement.

In addition, the District and Association agree to meet and confer and have the option to modify the standards when there are not enough eligible members to take an exam.

### **6.3.1 Seniority Points**

Seniority points will be given on promotional exams in the following manner:

- ½ % per year, to a maximum of ten (10) years.

Member must achieve a passing score of 70% or greater to receive seniority points. In other words if a member, with ten (10) years of seniority with the District, scores an 80% on their promotional exam their final score, with seniority points added, would be 85%.

### **6.4.2 Notification of Exam Results**

Upon completion of exam and within 5 business days the District shall provide each member notification of their testing score and rank on the eligibility list prior to the Rule of Five.

### **6.4.3 Rule of 5**

The Rule of Five will be used to choose the most qualified candidate for the position.

All fire suppression positions and administrative positions represented by the Association shall be filled by competitive testing, and positions shall be filled from a current eligibility list as established pursuant to the Personnel Rules and Regulations and the Ordinance of the Novato Fire Protection District establishing the personnel system.

### **6.4.4 Eligibility Lists**

There will be an 18-month eligibility list for promotional exams except in the following circumstances:

- Technical or legal difficulties preclude the production of a new list.
- A limited number of appointments may be made to meet emergency conditions.

Management shall establish a reference list for required knowledge for promotional positions. Promotional examinations shall be preceded by at least 60 days of notice and reference lists shall not be changed after notification of the examination.

## **6.5 Licenses, Certifications, Accreditations**

### **6.5.1 DMV Licensure**

All personnel will be required to possess a minimum DMV licensure consistent with the Driver License Requirements policy, at no cost to the District, within 12 months of their official hire date and at all times during employment as a condition of employment. If the member fails to maintain licensure the member will be placed on unpaid leave (or allowed to use any accrued vacation and/or CTO time) until such time they can regain their license for a period not to exceed six months. If the license has not been regained after six months, the District reserves the right to administratively disqualify and release the member from employment in accordance with the procedures established in the Managing Member Performance Issues and in conformance with the Firefighter Procedural Bill of Rights.

#### **6.5.2 EMT-P**

All Firefighter/Paramedics must possess and maintain a valid EMT/Paramedic license from the State of California and an EMT/Paramedic Accreditation with the County of Marin at all times during employment as a condition of employment. If the member fails to maintain certification the member will be placed on unpaid leave (or allowed to use any accrued vacation and/or CTO time) until such time they can regain their Paramedic license for a period not to exceed six months. If the license has not been regained after six months, the District reserves the right to administratively disqualify and release the member from employment in accordance with procedures established in the Managing Member Performance Issues and in conformance with the Firefighter Procedural Bill of Rights.

#### **6.5.3 EMT**

All members who are not State Certified and County Accredited Paramedics must possess and maintain a valid EMT Certification from the State of California or internal certification at all times and as a condition of employment. If the member fails to maintain certification the member will be placed on unpaid leave (or allowed to use any accrued vacation and/or CTO time) until such time they can regain their EMT certification for a period not to exceed six months. If the certification has not been regained after six months, the District reserves the right to administratively disqualify and release the member from employment in accordance with procedures established in the Managing Member Performance Issues and in conformance with the Firefighter Procedural Bill of Rights.

#### **6.5.4 Violations and Infractions**

The District will handle any member violations and infractions resulting in suspension and or restriction of a member's driving privileges on a case-by-case basis. Disqualification of driving privileges by operation of AB 3049 will not result in automatic termination.

### **6.6 Personnel Files**

The District and Association agree to follow the document "Managing Member Performance," as part of The Novato Way. Because of this change in philosophy, the following will apply.

Any informal or formal disciplinary action will be noted in the member's annual evaluation.

#### **6.6.1 Documentation of Discipline**

Documentation of discipline shall be placed in the member's personnel file and shall remain in the file for the following time periods:

- Step 1 Written Reprimand: Two (2) years
- Step 2 Suspension(s): Four (4) years

### **6.6.2 Additional Time Periods**

1. If subsequent discipline of any of the above or greater occurs during this period of time, all disciplinary action will remain in the member's personnel file until the most recent action is removed in accordance with time frames set above.
2. After this period, the document will be placed in a separate file and will not be accessible to people viewing the member's personnel files. This information will not be available to promotion boards or to people outside the District for employment reference checks or other purposes unless the member has given written authorization or the District is legally required to provide it.
3. If the documentation of a disciplinary action is removed from the member's personnel files, the action cannot be relied upon as the basis for progressive disciplinary action should another incident occur warranting discipline. However, the District reserves the right to use such documentation to refute a claim regarding the member's overall employment record or to refute a claim that the member did not have knowledge of a policy, right, or standard.

### **6.7 Wellness/Fitness**

The District and the Association agree to the obligation to confer "in good faith" regarding the following fitness – wellness programs and policies with respect to wages, hours, and other terms and conditions of employment, and to sincerely attempt to reach agreement on these issues, including the following benefit categories.

#### **6.7.1 Physical Fitness Program – Safety Members**

The District has adopted and will follow the IAFF/IAFC Fire Service Joint Labor Management Wellness – Fitness Initiative in order to:

- Increase the level of fitness of the safety members of the Novato Fire Protection District so they may remain as free as possible from pain and injury.
- Provide a higher level and more cost-effective service to the community through fit firefighters.
- Establish a formal procedure whereby all safety members of the Novato Fire Protection District will be able to maintain a high level of physical fitness

#### **6.7.2 Annual Physicals – Safety Members**

The Novato Fire Protection District will conduct all physicals for safety members in accordance with the IAFF/IAFC Fire Service Joint Labor Management Wellness – Fitness Initiative and the latest version of the National Fire Protection Association – Comprehensive Occupational Medical Program for Fire Departments Standard 1582.

#### **6.7.3 Industrial Illnesses/Injuries**

The District and the Association agree that injured workers deserve immediate and appropriate care for legitimate job incurred illnesses and injuries in accordance with state and federal laws.

The Association will work in good faith to assist with future workers compensation changes, understanding that cost saving measures and fewer workers compensation claims will help stabilize rising costs.

#### **6.7.4 Fit for Duty Examinations**

Fit-for-Duty examinations requested by the District after a member has been released to full

duty by their treating physician may be requested by the Fire Chief per policy 1033 Return to Work.

Fit-for-Duty examinations requested by the Fire Chief will be at the District's expense. Safety members will make every effort to provide the District advance notice of their clearance for duty date at least 7 days in advance. In those instances where the District cannot complete a fit-for-duty exam prior to the member's clearance date, the District shall place the represented member on ATO from the date they were released to full duty by their treating physician or the District may return the member to regular duty prior to the fit-for-duty exam. In areas of disagreement, should they arise, the member shall remain on ATO and/or released to full duty until which time the dispute is resolved.

#### **6.7.5 Tobacco**

Personnel hired after 1988 must refrain from smoking tobacco at all times as a condition of employment.

Personnel hired after January 1, 2007 shall refrain from the use of all tobacco products.

#### **6.7.6 Alcohol and Drug Use**

Managers and supervisors may request that a member submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that a member is intoxicated or under the influence of drugs or alcohol while on duty. Reference Drug and Alcohol Free Workplace policy #1025 for additional information.

"Reasonable Suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that a member is under the influence of drugs or alcohol so that the member's ability to perform the functions of the job is impaired or so that the member's ability to perform his/her job safely is reduced. For example, any of the following actions/behaviors, alone or in combination, may constitute reasonable suspicion:

- Slurred speech;
- Alcohol odor on breath;
- Unsteady walking and movement;
- An accident involving District property, where it appears the member's conduct is at fault and either the damage equals or exceeds \$5,000, or bodily injury has occurred;
- Physical altercation;
- Verbal altercation;
- Unusual behavior;
- Any specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the member;
- Information obtained from a reliable person with personal knowledge.

## **7 PROCEDURES**

### **7.1 Update/Amend Personnel Ordinance**

The District and Association agree to develop a working group/committee to update the Personnel Ordinance in order to address certain inconsistencies between the Ordinance and State Law under the Firefighter Procedural Bill of Rights, California Government Code 3250 (FBOR), and the Meyers-Milias Brown Act, California Government Code 3500 (MMBA). To reconcile these inconsistencies, we will focus on a set of amendments to the Ordinance that target only those portions of the Ordinance that are clearly preempted under state law, but that

otherwise retains the basic framework and language of the Ordinance as it was originally adopted and then amended by voter initiative. In addition, the District and Association agree to review and update the Novato Way, including but not limited to the Managing Member Performance section for consistency with FBOR. Any updates must be mutually agreed upon prior to implementation and adoption of the Board of Directors. The goal for completion will be no later than 12 months from the ratification of the contract.

## **7.2 Reserve Firefighter Program**

The District and Association agree in principle to a Reserve Firefighter program and will establish a committee to cost out and further discuss the development and implementation of this program. It is understood and language will be included for the Fire Chief to be able to discontinue program based on financial or operational needs of the District.

## **7.3 Life Preserver Clause**

In the event a NPFA member is confronted with an immediate situation involving their health and safety, or that of their family, that they feel is not being accounted for appropriately, the Fire Chief or their designee and the NPFA President or their designee will be immediately notified through closed loop communication such as telephone, text, or radio.

*Note: Life Preserver Clause is not to be used for operational issues that should be addressed through the risk refusal or turn down policy and the operational chain of command. For operational issues see NFD policy 320 Risk Refusal—Standard Operating Procedure for reference.*

A mutually agreed upon *Message Precedence Policy* will be established in conjunction with the inclusion of the Life Preserver Clause.

## **7.4 Reduction In Force (RIF)**

### **7.4.1 Abolition of Position**

Whenever it becomes necessary in the interest of sound management, the Board of Fire Directors may abolish any position or employment in the District and layoff, demote, or transfer the member.

The Board of Fire Directors shall notify the personnel officer of the intended action with reasons therefore.

A copy of such notice shall be given the member affected; any member so laid off, demoted, or transferred, shall nevertheless, retain the priority granted by Section 7 hereof for a period of two (2) years unless such person is sooner re-employed, re-established in rank or reassigned by the District.

### **7.4.2 Order of Layoff**

If the Board of Fire Directors determines that a reduction in personnel is necessary, except as otherwise provided for herein, all layoffs, from the District resulting from a reduction in force shall be made based on total seniority in the District.

If two or more members have equal seniority, reductions will be implemented based on their ranking upon the eligibility list in effect at the time of original hiring..

### **7.4.3 Layoff by Displacement**

A member designated to be displaced (i.e. demoted or transferred as a result of a reduction in

force) may displace a member in a lower rank in the District having less overall seniority in that rank; the least senior member being displaced first, and so on with senior displaced members displacing junior members.

Any member displacing another member under the provisions of this section must be otherwise qualified to assume the position being taken as determined by the Fire Chief.

#### *7.4.4 Seniority Determination*

A member's seniority within a rank for layoff and displacement (i.e., transfer, demotion, etc.) purposes shall be determined by adding his or her length of service in the particular rank in question to his or her length of service in higher ranks.

Seniority shall accrue during periods of layoff. Seniority shall not accrue during leaves of absence. However, any member who receives approved leave of absence shall retain all of his accrued seniority. Such members shall remain on seniority lists, and should their name be reached for layoff purposes while the member is on a leave of absence, said member shall be laid off as if he were otherwise working.

Seniority shall accrue during a layoff for the sole purpose of establishing priority for layoffs and re-employment.

#### *7.4.5 Re-Employment Lists*

The names of probationary and permanent members who have been laid off, demoted, or transferred as a result of a reduction in force shall be placed on appropriate re-employment lists in the order of total continuous cumulative time served in probationary and permanent status.

Such names shall remain thereon for a period of two years unless such persons are sooner re-employed, re-established in rank or reassigned.

Personnel with exactly the same amount of total continuous cumulative time served in probationary and permanent status shall be placed on appropriate re-employment lists in the order of their placement on the employment eligibility list at the time of the commencement of their respective continuous cumulative time served.

Appointments to vacant positions shall be given to persons who are still otherwise qualified and who have been placed on re-employment lists as the result of their having been laid off, demoted, or transferred as a consequence of a reduction in force.

At all times during the two (2) year re-employment period it shall be the responsibility of any member placed upon re-employment lists as a result of a reduction in force to see that the District's Personnel Officer is provided with current written notice of his or her mailing address and telephone number where he or she can be reached for the purpose of notifying him or her of re-employment opportunities.

The failure of a member to comply with this requirement may result in the loss of the status as provided herein. Written notice of any job openings in the District shall be provided to members placed on re-employment lists because of a reduction in force.

A member may request in writing that his or her name be removed from consideration for any future job opening. If a member fails to respond within 21 days to a notice sent by certified mail (or registered mail) to his or her last known address, he/she will not be considered for that job opening.

That member shall remain at the top of the re-employment list unless he/she fails to respond to a notice of a second job opening, which failure shall cause the member to be



dropped to the bottom of the than existing re-employment list.

The names of persons on promotional employment lists who resign from the District shall automatically be dropped from such lists. Members who resign from the District shall not have their names placed upon re-employment lists.

No safety member shall be subject to displacement if the District could reasonably displace a non-safety member in lieu thereof.

#### **7.4.6 Replacement Lists**

It shall be the intent of this document that all returning members will return to their original rank at the time of lay off only when those positions become available.

The names of members who have been demoted or transferred because of a reduction in force shall be placed on a replacement list, which shall establish priority for a rank or assignment. This list shall be maintained so long as names remain thereon.

If there is reassignment to a rank or position any member considered for such reassignment shall be either already employed by the District in another or lower rank or shall be re-employable under the other provisions of this procedure. Said member must still be qualified to reassume the, position in question.

The modification set forth in Section III entitled, "Paramedics" alter the above Reduction in Force procedure.

No safety member shall be subject to displacement if the District could reasonably displace a non-safety member in lieu thereof.

### **7.6 Grievance Process – Definition, Scope, and Right to File**

1. A grievance is a claimed violation, misinterpretation, inequitable application, or non-compliance with provisions of the following:
  - a) Collective bargaining agreement;
  - b) Personnel ordinance;
  - c) Resolutions;
  - d) Existing practices affecting the status or working conditions of District employees;
  - e) Complaints of harassment, discrimination, and retaliation based on protected class or activity shall be handled in accordance with District's policy 1010 Discriminatory Harassment, and shall not be subject to the grievance procedure. Complaints of harassment, discrimination, and retaliation for Association activity shall be grievable.
2. A grievance may be filed by an employee in his/her own behalf, or jointly by any group of employees, or by the Association.
3. If the District asserts that a grievance is outside the scope of the procedures or definitions contained herein, such assertion shall be evaluated and ruled upon at each step. Such claim shall not halt the further processing of the grievance until Step 3 is reached. At Step 3, the arbitrator shall evaluate the assertion, and make a ruling prior to hearing the grievance on the merits, if necessary.

### **7.7 Grievance Procedure Steps**

1. STEP 1 – Deputy Fire Chief

- a) Within thirty (30) calendar days of the event giving rise to a grievance, the grievant shall present the grievance to the Deputy Fire Chief for disposition.
- b) The Deputy Fire Chief, or his/her designee, shall issue a written response within fourteen (14) calendar days. If the Deputy Fire Chief fails to issue a written response within fourteen (14) days, the grievant may proceed to Step 2.

## 2. STEP 2 – Fire Chief

- a) If the grievant believes that the grievance has not been redressed in Step 1, he/she may appeal the decision in writing to the Fire Chief within fourteen (14) calendar days of receipt of the Step 1 decision.
- b) Within twenty-one (21) calendar days after a Step 2 grievance is filed, the Fire Chief shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing.
- c) Association grievances based on a claim of a violation within its scope of representation shall be initiated at Step 2.

## 3. STEP 3 – Arbitration

- a) If the grievant believes that the grievance has not been adequately resolved at Step 2, the Association may file, in writing, within fourteen (14) calendar days of receipt of the Step 2 decision, a request to arbitrate the grievance.
- b) The grievance will be determined by an arbitrator selected by mutual agreement between the District and the Association.
- c) The decision of the arbitrator will be final and binding on all parties.
- d) Both parties shall endeavor to submit the grievance to the arbitrator within sixty (60) calendar days after filing of the appeal to Step 3.

### 7.8 Immediate Arbitration

1. In cases of alleged irreparable injury, the Association (only) may invoke "immediate arbitration." The purpose of this provision is to have a determination by the arbitrator of the propriety or impropriety of the intended action before the action/omission occurs. The parties shall, by mutual agreement, or "striking", choose an arbitrator within five (5) workdays of the grievance reaching Step 2, or use the usual "striking" procedure and timelines if the action is stayed pending a decision.
2. There shall be oral argument after the evidence is submitted. Post hearing briefs may be submitted by mutual agreement. Pre-hearing briefs may be submitted at the option of either party.

### 7.9 General Conditions

1. Any time limit may be extended by mutual agreement in writing.
2. An aggrieved employee may be represented by a representative of his/her choice and said representative is entitled to be present at all formal meetings, conferences, and hearings pertaining to the grievance.

3. All expenses of arbitration shall be shared equally by the District and the Association.

On behalf of the NOVATO FIRE PROTECTION DISTRICT BOARD OF DIRECTORS:

Date:

Signature:




Name: Lj Silverman

Title: President, NFPD Board of Directors

On Behalf of the NOVATO PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 1775:

Date:

Signature:



Name: Daniel J. Peters

Title: President, Novato Professional Firefighters Association

Shop Steward – Marin Professional Firefighters Association, IAFF Local 1775

# Appendices

**NOVATO FIRE DISTRICT  
BASE PAY SCHEDULE  
Effective July 1, 2021**

NOTE: 2,912 annual hours for Safety employees; 2,080 annual hours for Day staff

Classification	Effective Date	Current	7/1/2021- 12/31/2021	1/1/2022- 6/30/2022	7/1/2022- 6/30/2023	7/1/2023- 6/30/2024	7/1/2024- 6/30/2025
Captain	Annual	\$ 138,958.44	\$ 141,737.64	\$ 144,572.40	\$ 147,463.80	\$ 150,413.04	\$ 153,421.32
	Monthly	\$ 11,578.87	\$ 11,811.47	\$ 12,047.70	\$ 12,288.65	\$ 12,534.42	\$ 12,785.11
	Hourly	\$ 47.72	\$ 48.67	\$ 49.65	\$ 50.64	\$ 51.65	\$ 52.69
Engineer	Annual	\$ 122,199.72	\$ 125,018.16	\$ 127,518.48	\$ 130,088.84	\$ 132,670.20	\$ 135,323.64
	Monthly	\$ 10,183.31	\$ 10,418.18	\$ 10,626.54	\$ 10,839.07	\$ 11,055.85	\$ 11,276.97
	Hourly	\$ 41.96	\$ 42.93	\$ 43.79	\$ 44.67	\$ 45.56	\$ 46.47
Firefighter/Paramedic 5	Annual	\$ 122,566.80	\$ 125,018.16	\$ 127,518.48	\$ 130,068.84	\$ 132,670.20	\$ 135,323.64
	Monthly	\$ 10,213.90	\$ 10,418.18	\$ 10,626.54	\$ 10,839.07	\$ 11,055.85	\$ 11,278.97
	Hourly	\$ 42.09	\$ 42.93	\$ 43.79	\$ 44.67	\$ 45.56	\$ 46.47
Firefighter/Paramedic 4	Annual	\$ 115,398.96	\$ 117,706.80	\$ 120,080.98	\$ 122,482.16	\$ 124,911.36	\$ 127,409.64
	Monthly	\$ 9,616.58	\$ 9,808.90	\$ 10,005.08	\$ 10,205.18	\$ 10,409.28	\$ 10,617.47
	Hourly	\$ 39.63	\$ 40.42	\$ 41.23	\$ 42.05	\$ 42.90	\$ 43.75
Firefighter/Paramedic 3	Annual	\$ 108,200.16	\$ 110,364.12	\$ 112,571.40	\$ 114,822.84	\$ 117,119.28	\$ 119,481.68
	Monthly	\$ 9,016.68	\$ 9,197.01	\$ 9,380.95	\$ 9,568.57	\$ 9,759.94	\$ 9,955.14
	Hourly	\$ 37.16	\$ 37.90	\$ 38.66	\$ 39.43	\$ 40.22	\$ 41.02
Deputy Fire Marshal/Captain	Annual	\$ 138,958.44	\$ 141,737.64	\$ 144,572.40	\$ 147,463.80	\$ 150,413.04	\$ 153,421.32
	Monthly	\$ 11,579.87	\$ 11,811.47	\$ 12,047.70	\$ 12,288.65	\$ 12,534.42	\$ 12,785.11
	Hourly	\$ 66.81	\$ 68.14	\$ 69.51	\$ 70.90	\$ 72.31	\$ 73.76
Fire Inspector 2	Annual	\$ 123,942.24	\$ 126,420.96	\$ 128,949.36	\$ 131,528.40	\$ 134,158.92	\$ 136,842.12
	Monthly	\$ 10,328.52	\$ 10,535.08	\$ 10,745.78	\$ 10,960.70	\$ 11,179.91	\$ 11,403.51
	Hourly	\$ 59.59	\$ 60.78	\$ 61.99	\$ 63.23	\$ 64.50	\$ 65.79
Fire Inspector 1	Annual	\$ 116,185.20	\$ 118,508.88	\$ 120,879.00	\$ 123,296.64	\$ 125,762.52	\$ 128,277.72
	Monthly	\$ 9,682.10	\$ 9,875.74	\$ 10,073.25	\$ 10,274.72	\$ 10,480.21	\$ 10,689.81
	Hourly	\$ 55.86	\$ 56.98	\$ 58.11	\$ 59.28	\$ 60.46	\$ 61.67
Fire Prevention Specialist 2	Annual	\$ 123,942.24	\$ 126,421.08	\$ 128,949.48	\$ 131,528.52	\$ 134,159.04	\$ 136,842.24
	Monthly	\$ 10,328.52	\$ 10,535.09	\$ 10,745.79	\$ 10,960.71	\$ 11,179.92	\$ 11,403.52
	Hourly	\$ 59.59	\$ 60.78	\$ 61.99	\$ 63.23	\$ 64.50	\$ 65.79
Fire Prevention Specialist 1	Annual	\$ 116,185.20	\$ 118,508.88	\$ 120,879.00	\$ 123,296.64	\$ 125,762.52	\$ 128,277.72
	Monthly	\$ 9,682.10	\$ 9,875.74	\$ 10,073.25	\$ 10,274.72	\$ 10,480.21	\$ 10,689.81
	Hourly	\$ 55.86	\$ 56.98	\$ 58.11	\$ 59.28	\$ 60.46	\$ 61.67
Public Educator 2	Annual	\$ 113,075.28	\$ 115,336.80	\$ 117,643.56	\$ 119,998.40	\$ 122,396.28	\$ 124,844.16
	Monthly	\$ 9,422.94	\$ 9,611.40	\$ 9,803.63	\$ 9,999.70	\$ 10,199.69	\$ 10,403.68
	Hourly	\$ 54.36	\$ 55.45	\$ 56.56	\$ 57.69	\$ 58.84	\$ 60.02
Public Educator 1	Annual	\$ 105,249.60	\$ 107,354.64	\$ 109,501.68	\$ 111,691.68	\$ 113,925.48	\$ 116,204.04
	Monthly	\$ 8,770.80	\$ 8,946.22	\$ 9,125.14	\$ 9,307.64	\$ 9,493.79	\$ 9,683.67
	Hourly	\$ 50.60	\$ 51.61	\$ 52.65	\$ 53.70	\$ 54.77	\$ 55.87
EMS Educator/Medical Director	Annual	\$ 146,127.48	\$ 149,050.08	\$ 152,031.12	\$ 155,071.80	\$ 158,173.20	\$ 161,338.64
	Monthly	\$ 12,177.29	\$ 12,420.84	\$ 12,669.26	\$ 12,922.65	\$ 13,181.10	\$ 13,444.72
	Hourly	\$ 70.25	\$ 71.66	\$ 73.09	\$ 74.55	\$ 76.04	\$ 77.57

## Incremental Cost Tables: July 1, 2021 through June 30, 2025

### Minimum Salary Increase:

	<u>Incremental FY 2021-22</u>	<u>Incremental FY 2022-23</u>	<u>Incremental FY 2023-24</u>	<u>Incremental FY 2024-25</u>
<b>Wages:</b>				
Base Salary	\$222,265	\$228,212	\$156,205	\$159,329
<b>Other costs:</b>				
Pension*	\$176,591	\$195,603	\$79,946	\$81,545
Taxes (Medicare, W/C)	\$30,517	\$31,333	\$21,447	\$21,876
<b>Total Incremental Cost:</b>	<b>\$429,373</b>	<b>\$455,148</b>	<b>\$257,597</b>	<b>\$262,749</b>

*\*This incremental pension cost results only from the negotiated wage increase and does not include the cost of associated MCERA rate changes. The terms and conditions of the pension benefit plan remain unchanged.*

### Maximum Salary Increase:

	<u>Incremental FY 2021-22</u>	<u>Incremental FY 2022-23</u>	<u>Incremental FY 2023-24</u>	<u>Incremental FY 2024-25</u>
<b>Wages:</b>				
Base Salary	\$222,265	\$304,783	\$236,604	\$243,703
<b>Other costs:</b>				
Pension*	\$176,591	\$234,792	\$121,094	\$124,727
Taxes (Medicare, W/C)	\$30,517	\$41,847	\$32,486	\$33,460
<b>Total Incremental Cost:</b>	<b>\$429,373</b>	<b>\$581,422</b>	<b>\$390,184</b>	<b>\$401,890</b>

*\*This incremental pension cost results only from the negotiated wage increase and does not include the cost of associated MCERA rate changes. The terms and conditions of the pension benefit plan remain unchanged.*