

RESOLUTION NO. 2021-25

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 NON SWORN ADMINISTRATIVE STAFF

WHEREAS, the Non Sworn Administrative Staff ("NSAS") is the formally recognized employee organization of the Non Sworn Administrative Staff representation unit; and

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

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

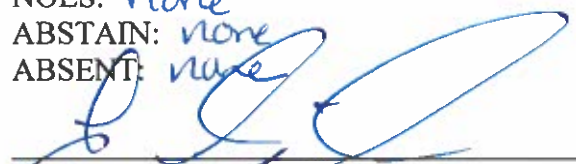
WHEREAS, the Board of Directors finds that salary and benefits for the NSAS members, as described in the Memorandum of Understanding attached hereto as **Exhibit A**, are necessary to maintain a competitive salary and benefit plan and effectively retain District employees;

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 21st day of December 2021, by the following vote:

AYES: *Davis, Goines, Francisco, Hadfield, Silverman*
NOES: *None*
ABSTAIN: *none*
ABSENT: *none*



Lj Silverman, President, Board of Directors



Jeanne Villa, Clerk of the Board

The logo of the Novato Fire Protection District is a blue Maltese cross with a central circular emblem. The emblem contains a red and white design of a fire hydrant and a fire flame. The word "NOVATO" is written in white across the top of the cross, and "FIRE DISTRICT" is written in white across the bottom. The letters "CA" are visible at the very bottom of the cross.

MEMORANDUM OF UNDERSTANDING

between

Novato Fire Protection District

and

Non-Sworn Administrative Staff

JULY 1, 2021 – JUNE 30, 2025

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MEMORANDUM OF UNDERSTANDING
between
NOVATO FIRE PROTECTION DISTRICT
and
NON-SWRON ADMINISTRATIVE STAFF

The Non-Sworn Administrative Staff hereinafter referred to as “NSAS” 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 Non-Sworn Administrative Staff, the employees it represents, and the Novato Fire Protection District.

Acknowledgements

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

Bill Tyler, Fire Chief

Shannon Wager, NSAS President

Lauren Galli, NSAS Negotiator

1 GENERAL PROVISIONS

1.1 Recognition

1.1.1 NSAS Recognition

The Non-Sworn Administrative Staff, is a recognized employee organization, as defined by Government Code Section 3501(b) for all employees in classifications represented by NSAS.

1.1.2 *District Recognition*

Fire Chief Bill Tyler was appointed as negotiators and representatives of the District for the negotiations between the NSAS and District, as approved by the District Board of Directors on November 6, 2019.

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 **Steward Clause**

NSAS and the District agree that the NSAS shop steward or NSAS members shall be permitted to use a reasonable amount of work time to conduct NSAS business, but shall not countermand a supervisor or course of District business.

3 **COMPENSATION**

3.1 **Introduction**

The District and NSAS 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 July 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 – Employee Market Rate Adjustment for the following existing represented positions: Administrative Assistant; Contracts and Purchasing Specialist; EMS Billing Analyst.

- Effective January 1, 2022 – 2% increase to individual employee base salary for the following represented positions: Administrative Assistant RPM; Payroll and Accounts Payable Technician; Mechanic

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 NSAS 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 NSAS 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 NSAS 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 25

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, NSAS 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 Salary Steps and Step Requirements

Effective the date of ratification on this memorandum of understanding, salary steps and step requirements are extinguished and replaced with a salary range at date of hire. Salary increases/decreases are negotiated and agreed to by MOU, and are updated based on the term of the contract.

3.6 Educational Incentive Contributions to 457b Deferred Compensation Plan

NSAS members may earn educational incentives for the following items, at the percentages listed. Members may receive the educational incentive for one degree only, to a maximum of 3%:

- a. Associates Degree* = 2%
- b. Bachelor's Degree* = 3%

**From an accredited college, university, or vocational school*

4 BENEFITS

4.1 Introduction

The District and NSAS 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 30-Day Waiting Period for Enrollment in Health Plans

After June 1, 2011, NSAS members who qualify for medical insurance will have a 30 day waiting period before they are enrolled in District medical, dental, or vision plans.

4.1.2 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 and Part-Time Administrative Classification 2 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.

Eligible 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.

Eligible 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 full time NSAS and for Part-Time Administrative Classification 2 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 full time NSAS and Part-Time Administrative Classification 2 members and their dependents.

Life

The District agrees to contribute twelve dollars (\$12.00) per month toward full time NSAS member and Part-Time Administrative Class 2 members 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 NSAS member, and the District assumes no responsibility or liability for the maintenance, sponsorship or scope of the plans and their benefits.

Disability – AFLAC Insurance, All Tiers

The District will contribute the following amounts per month to the NSAS members' applicable base salary for disability insurance:

- Full-time NSAS members: \$150.00/month
- Part-Time Administrative Classification 2: \$112.50/month
- Part-Time Administrative Classification 1: \$75.00/month

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 nine (9) counseling sessions per incident, per year for all members and their dependents along with on-line services.

4.1.3 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 full time NSAS and Part-Time Administrative Class 2 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 – Members Hired on or prior to June 30, 2009 and Retired on or after April 1, 2015 (Existing Members Who Retire on or after April, 2015)

Beginning June 1, 2015, 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 June 1, 2015.

CURRENT YEARS OF SERVICE AS OF JUNE 1, 2015	VESTING BASE
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.

Effective June 1, 2015 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 June 1, 2015.

Retired Medical Insurance Tier 2 – Members Hired on or after January 1, 2015 (Future Members not yet Hired)

Members hired on or after January 1, 2015 may purchase medical insurance through the District in retirement and the District will pay the minimum contribution required under the PEMHCA law.

For members hired after January 1, 2015 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.

Dental

Retired full time and Part Time Administrative Classification 2 NSAS members may purchase dental insurance through the District; the retired member pays 100% of the premium cost.

Vision

Retired full time and Part Time Administrative Classification 2 NSAS members may purchase vision insurance through the District; the retired member pays 100% of the premium cost.

4.1.4 Deferred Compensation

The District shall contribute \$150.00 per month toward a full time member's deferred compensation plan, provided the member contributes at least \$150.00 per month to their deferred compensation plan. For Part-Time Administrative Classification 2, the District shall contribute up to \$112.50 per month, provided the member contributed at least \$112.50 per month to their deferred compensation plan. For Part-Tim Administrative Classification 1, the District shall contribute up to \$75.00 per month, provided the member contributed at least \$75.00 per month to their deferred compensation plan.

4.1.5 Retirement

Tier 1 Retired Employees

Full time employees hired prior to December 31, 2012, shall be eligible for retirement benefits through the Marin County Employees Retirement Association (MCERA) as follows:

- 2% at age 55
- Annual Cost of Living Adjustment (COLA) not to exceed 4%
- Highest 12 month period for determining final compensation for retirement pay.

Tier 2 Retired Employees

Full time employees hired after January 1, 2013 and before May 21 2015, shall be eligible for

retirement benefits through the Marin County Employees Retirement Association (MCERA) as follows:

- Retirement pay rate of 2% at 62 years of age
- Annual Cost of Living Adjustment (COLA) not to exceed 4%
- Three (3) year average compensation for determining final compensation for retirement pay

Tier 3 Retired Employees

Full time employees, and Part-Time Administrative Class 2 employees hired after June 1, 2015, shall be eligible for retirement benefits through the Marin County Employees Retirement Agency (MCERA) as follows:

- Retirement pay rate of 2% at 62 years of age
- Annual Cost of Living Adjustment (COLA) not to exceed 2%
- Three (3) year average compensation for determining final compensation for retirement pay.

Eligible NSAS members shall be responsible for 100% of the member's retirement contribution to the Marin County Employees Retirement Association (MCERA). NSAS members who are employed part-time are not eligible to participate in MCERA.

4.1.6 Sick Leave Accrual

NSAS members shall accrue sick leave monthly at the following rates:

- Full time members: 8.5 hours
- Part Time Administrative Classification 2: 6 hours
- Part Time Administrative Classification 1: 1 hour for every 30 hours worked
- Maximum sick leave accrual is 2,080 hours

4.1.7 Accrued Sick Leave Towards Retirement

A full time NSAS member's accumulated sick leave may be applied towards retirement to a cap of 2,080 hours.

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 Continuing Education/Career Development

As funding allows, and as approved by the Division supervisor, career development for the NSAS members includes books, tuition or conference fee, and up to 80 hours of paid leave per year for full time members; 60 hours per year for Part-Time Administrative Classification 2; 40 hours per year for Part-Time Administrative Classification 1 (in one-week increments) to attend conferences or classes (in person or virtually). The selection of the conferences and/or classes shall be selected by mutual agreement between the employee and division supervisor, but must be within the scope of the job requirements for the position held. Career development may be

pursued for the position immediately above the current position if all training has been completed for the existing position and employee meets or exceeds standards for existing annual evaluation categories; if appropriate and with approval from the Fire Chief.

4.1.10 Sick Leave Incentive

All full time NSAS members will be awarded the equivalent of 8.5 hours of pay for each quarter of the year that sick leave is not used. Part-time Administrative Classification 2 members will be awarded six (6) hours quarterly; Part-Time Administrative Classification 1 will be awarded four (4) hours quarterly. 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 Excess Sick Leave Contribution to Deferred Compensation (457b Plan)

Upon request by the employee, the District will contribute to a full time NSAS members deferred compensation account an amount equivalent to the hours in a member's sick leave bank in excess of 500 hours.

- A NSAS member must request this transfer of excess sick leave hours by the first pay period in January.
- NSAS members with less than 500 hours may not request a transfer, and not transfer of sick leave hours shall cause the member's sick leave bank to contain less than 500 hours.
- The transferred sick leave shall be calculated at 50% of the NSAS members hourly rate.

5 LEAVES

5.1 INTRODUCTION

The District and NSAS 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.

5.1.2 Catastrophic Leave

Permanent full-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.

Part-time Administrative Classification 1 and 2 are not eligible for Catastrophic Leave

5.1.3 Compensatory Time On/Off

Members who work overtime will be given the opportunity to convert their time worked into Compensatory Time On (CTO). CTO shall accrue at 1 ½ hours per hour worked. CTO accrual shall be capped at a maximum of 96 hours. CTO hours in excess of 96 hours shall be cashed out. CTO older than one year shall be cashed out.

CTO Off may be used in increments of one (1) hour.

5.1.4 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.

5.1.5 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. Eligibility requirements are outlined in the District's Family and Medical Leave policy.

5.1.6 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.

5.1.7 General Sick Leave

Each NSAS member earns 8.5 hours per month. The Sick Leave cap is 2080 hours.

5.1.8 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.

5.1.9 Flex Time

Full time NSAS members will be given the opportunity to work Flex Time with approval of their supervisor, and in accordance with the Flex Time for Day Personnel policy.

5.1.10 Vacation

Effective January 1, 2008 vacations are earned as follows:

Years of Service	Annual Accrual – Full Time	Annual Accrual – Part Time Admin Class 2	Annual Accrual – Part Time Admin Class 1
1 Year	102 hours	76.5 hours	51 hours
5 Years	153 hours	114.75 hours	191.25 hours
10 Years	187 hours	140.25 hours	93.5 hours
15 Years	221 hours	165.75 hours	110.5 hours
20 Years	272 hours	204 hours	136 hours
25 Years	306 Hours	229.5 hours	153 hours

NSAS members shall receive vacation base upon completed years of service, following the District's Vacation Policy.

- i. For purposes of calculating years of service, the hire date is considered to be January 1 of the member's hire year.

Example: a NSAS member hired on April 1, 2000 will have their years of service calculated for vacation leave purposes with a hire date of January 1, 2000.

Vacation leave must be used in 4 hour or greater increments. NSAS members who have vacation hour balances less than four (4) hours may use the accrued hours in any increments up to the maximum of their accrued vacation hours.

5.1.11 Vacation Rollover

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

If a NSAS member is unable to use earned vacation time due to staffing issues the unused vacation time may rollover to the next calendar year providing there are no days remaining in the year for the member to take earned vacation time. All vacation time carried over must be used as regular vacation time.

5.1.12 Vacation Cash Out

The District, at the request of the member, will pay the member up to 50% of their total accrued vacation, equal to one year of their current accrual. Cash out will only take place during the last pay period of June.

5.1.13 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 Eve, and Christmas, and two (2) floating holidays taken at members' discretion.

5.1.14 Floating Holidays

Full time NSAS members shall receive 16 hours of Floating holiday time annually. Part-Time Administrative Classification 2 members will receive 12 hours annually; Part Time Administrative Class 1 members will receive 8 hours annually. Floating holidays leave must be used in four (4) hour or greater increments. NSAS members with floating holiday balances less than four (4) hours may use the accrued hours in any increment, up to the maximum of their accrued vacation hours.

6 TERMS AND CONDITIONS OF EMPLOYMENT

6.1 Introduction

The District and NSAS 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 NSAS agree and acknowledge that it is important for members in the bargaining unit represented by the NSAS 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 NSAS as it relates to wages, hours, and working conditions shall be subject to the meet and confer process.

6.2.1 Represented Positions

The NSAS bargaining unit consists of the following represented positions:

- Administrative Assistant
- Administrative Assistant – Risk Reduction, Prevention, & Mitigation
- Mechanic
- Contracts & Purchasing Specialist
- Payroll & Accounts Payable Technician
- EMS Billing Analyst
- Part-Time Administrative Classification 1 (Minimum 18 hours/week)
- Part-Time Administrative Classification 2 (Minimum 30 hours/week)

6.2.2 Overtime

NSAS members shall be compensated at time and one-half for actual hours worked for all overtime. Overtime must be approved in accordance with the terms set forth by the Overtime policy. Members may elect to take Compensatory Time On (CTO) in lieu of overtime. See section 5.1.3 for additional information on CTO.

6.2.3 Emergency Response

As sworn Disaster Service Workers, NSAS members may be called upon to respond to the District when the Emergency Operations Center (EOC) is activated. NSAS members shall be eligible for overtime or CTO On for hours worked out of their regularly scheduled hours.

6.3 Licenses, Certifications, Accreditations

6.3.1 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.

6.3.2 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.

6.4 Wellness/Fitness

6.4.1 Physical Fitness Program – Non-Safety Members

Full time NSAS members may use Physical Fitness time per the District's Physical Fitness policy.

6.4.2 Industrial Illnesses/Injuries

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

The NSAS 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.

6.4.3 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.

6.4.4 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 the NSAS 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 the NSAS 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 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 NSAS 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 NSAS.

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.

7.4 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) NSAS 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 NSAS 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 NSAS.
- 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.

7.5 Immediate Arbitration

1. In cases of alleged irreparable injury, the NSAS (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.

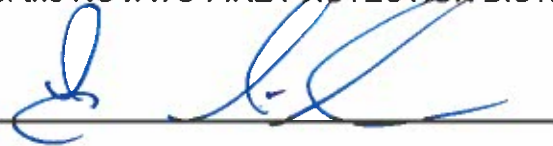
7.6 General Conditions

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 NSAS.

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 NON-SWORN ADMINISTRATIVE STAFF

Date:

Signature:



Name: Shannon Wager

Title: President, Non-Sworn Administrative Staff

Appendices

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

Classification		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
Admin. Asst. - RPM	Annual	\$96,854.04	\$98,791.12	\$100,766.94	\$102,782.28	\$104,837.93	\$106,934.69
	Monthly	\$8,071.17	\$8,232.59	\$8,232.59	\$8,565.19	\$8,736.49	\$8,911.22
	Hourly	\$46.56	\$47.50	\$47.50	\$49.41	\$50.40	\$51.41
Mechanic	Annual	\$116,822.28	\$119,158.73	\$121,541.90	\$123,972.74	\$126,452.19	\$128,981.24
	Monthly	\$9,735.19	\$9,929.89	\$10,128.49	\$10,331.06	\$10,537.68	\$10,748.44
	Hourly	\$56.16	\$57.29	\$58.43	\$59.60	\$60.79	\$62.01
EMS Billing Analyst	Annual	\$88,885.20	\$90,662.90	\$95,589.38	\$97,501.17	\$99,451.19	\$101,440.21
	Monthly	\$7,407.10	\$7,555.24	\$7,965.78	\$8,125.10	\$8,287.60	\$8,453.35
	Hourly	\$42.73	\$43.59	\$45.96	\$46.88	\$47.81	\$48.77
Contracts & Purchasing Spec.	Annual	\$77,286.84	\$78,832.58	\$90,527.82	\$92,338.38	\$94,185.14	\$96,068.85
	Monthly	\$6,440.57	\$6,569.38	\$7,543.99	\$7,694.86	\$7,848.76	\$8,005.74
	Hourly	\$37.16	\$37.90	\$43.52	\$44.39	\$45.28	\$46.19
Payroll & Accounting Tech.	Annual	\$75,896.63	\$77,414.56	\$78,962.85	\$80,542.11	\$82,152.95	\$83,796.01
	Monthly	\$6,324.72	\$6,451.21	\$6,580.24	\$6,711.84	\$6,846.08	\$6,983.00
	Hourly	\$36.49	\$37.22	\$37.96	\$38.72	\$39.50	\$40.29
Admin. Asst.	Annual	\$56,843.64	\$57,980.51	\$68,469.43	\$69,838.82	\$71,235.59	\$72,660.31
	Monthly	\$4,736.97	\$4,831.71	\$5,705.79	\$5,819.90	\$5,936.30	\$6,055.03
	Hourly	\$27.33	\$27.88	\$32.92	\$33.58	\$34.25	\$34.93

NOTES:

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

Highlighted/shaded cells indicate market adjustment

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>
Wages:				
Base Salary	\$28,066	\$28,957	\$12,736	\$12,991
Other costs:				
Pension*	\$11,396	\$5,647	\$2,484	\$2,533
Taxes (Medicare, W/C)	\$2,655	\$2,739	\$1,205	\$1,229
Total Incremental Cost:	\$42,117	\$37,342	\$16,425	\$16,753

**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>
Wages:				
Base Salary	\$28,066	\$35,200	\$19,292	\$19,870
Other costs:				
Pension*	\$11,396	\$6,864	\$3,762	\$3,875
Taxes (Medicare, W/C)	\$2,655	\$3,330	\$1,825	\$1,880
Total Incremental Cost:	\$42,117	\$45,394	\$24,879	\$25,625

**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.*

