

RESOLUTION NO. 2021-1

**A RESOLUTION OF THE
BOARD OF THE NOVATO FIRE PROTECTION DISTRICT
OF NOVATO, CALIFORNIA
ACKNOWLEDGING RECEIPT OF A REPORT MADE BY
THE FIRE CHIEF OF THE NOVATO FIRE PROTECTION DISTRICT
REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES
REQUIRED TO PERFORM ANNUAL INSPECTIONS IN SUCH OCCUPANCIES
PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF
THE CALIFORNIA HEALTH AND SAFETY CODE.**

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on September 27, 2018; and,

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the Novato Fire Protection District, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment (3 units or greater), Institutional care facilities, such as hospitals and skilled nursing facilities for compliance with building standards, as provided and,

WHEREAS, California Health & Safety Code Section 13146.2 requires all fire departments, including the Novato Fire Protection District, that provide fire protection services to, report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3 and,

WHEREAS, the Board of the Novato Fire Protection District intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the Novato Fire Protection District's compliance with California Health and Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Novato Fire Protection District that said Board expressly acknowledges the measure of compliance of the Novato Fire Protection District with California Health and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the Novato Fire Protection District, as follows:

A. **EDUCATIONAL GROUP E OCCUPANCIES:**

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the Novato Fire Protection District, there lie 48 Group E occupancies, buildings, structures and/or facilities.

During calendar year 2020, the Novato Fire Protection District completed the annual inspection of 46 Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 95 % for this reporting period.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more). Within the Novato Fire Protection District, there lie 324 Group R (279 Apartments, 4 Senior Apartments, and 6 Hotel/Motels, and 35 Residential care) occupancies of this nature.

During calendar year 2020, the Novato Fire Protection District completed the annual inspection of 308 Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 95 % for this reporting period.

C. INSTITUTIONAL GROUP I CARE FACILITIES

Institutional Group I occupancies, for the purposes of this resolution, are generally those occupancies such as hospitals and skilled nursing facilities. Within the Novato Fire Protection District, there lie 5 Group I (1 Hospital, and 4 Skilled Nursing occupancies of this nature.

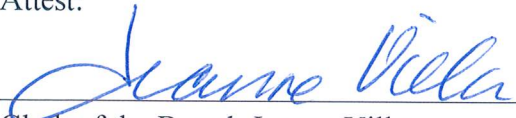
During calendar year 2020, the Novato Fire Protection District completed the annual inspection of 5 Group I occupancies, buildings, structures and/or facilities. This is a compliance rate of 100 % for this reporting period.

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 3rd day of February, 2021, by the following vote:

AYES:
NOES:
ABSENT:



President

Attest:


Clerk of the Board, Jeanne Villa

RESOLUTION NO. 2021-2

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND WILDFIRE MITIGATION SPECIALIST JAMES MACDOUGALL

WHEREAS, Wildfire Mitigation Specialist James MacDougall is a non-represented employee of the Novato Fire Protection District; and

WHEREAS, Wildfire Mitigation Specialist James MacDougall provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds that salary and benefits for Wildfire Mitigation Specialist James MacDougall, as described in the Employment Agreement attached hereto as Exhibit A, are necessary to maintain a competitive salary and benefit plan and effectively retain District employees; and

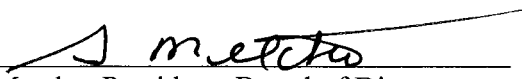
NOW, THEREFORE, BE IT RESOLVED THAT, The President of the Board of the Directors is authorized to execute the Employment Agreement attached hereto as **Exhibit A** and bind the District to the terms thereof.

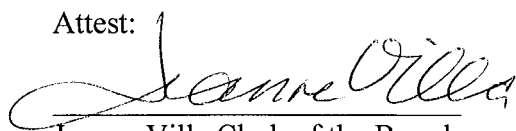
This resolution was PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 3rd day of March 2021, by the following vote:

AYES: *Davis, Francisco, Goines, Silverman and Metcho*

NAYS: *None*

ABSENT: *None*


Steve Metcho, President, Board of Directors

Attest: 
Jeanne Villa Clerk of the Board



Employment Agreement

Between

Novato Fire Protection District

And

Wildfire Mitigation Specialist
James MacDougall

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Article VIII: Additional Provisions

Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and Wildfire Mitigation Specialist James MacDougall. This employment agreement will be in effect March 1, 2021 through February 28, 2023. If either party chooses to terminate employment, the employment agreement will be discontinued.

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

This Agreement will serve to memorialize the understanding of the parties regarding the Wildfire Mitigation Specialist’s terms and conditions of employment with the District. No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by both parties.

ARTICLE II – AT WILL EMPLOYMENT

The Wildfire Mitigation Specialist’s employment with the District shall be for a maximum limited term of two (2) years. It is understood and agreed that the Wildfire Mitigation Specialist serves as an at-will employee, meaning his employment with the District may be terminated by him or the District at any time with or without cause, and cause is not required. No one other than the District’s Board of Directors has the authority to alter this at-will employment arrangement, to enter into an agreement or to make any agreement contrary to this at-will arrangement. Furthermore, any such agreement must be in writing and must be signed by the Fire Chief and approved by the Board of Directors.

ARTICLE III – SALARY

The Wildfire Mitigation Specialist’s salary shall be as follows, effective March 1, 2021.

Position	Hourly Base Salary
Wildfire Mitigation Specialist Effective 3/1/2021	\$41.50/hour

ARTICLE IV - BENEFITS

The Wildfire Mitigation Specialist is eligible for the following benefits:

A. Deferred Compensation (457 Plan) Contributions

The District will contribute up to \$100.00 per month dollar for dollar match toward the Wildfire Mitigation Specialist’s deferred compensation (457) plan, provided the Wildfire Mitigation Specialist contributes at least \$100.00 per month to his deferred compensation plan.

B. Overtime Pay

The Wildfire Mitigation Specialist 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 in the Overtime Policy #1009.

C. Physical Fitness

The Wildfire Mitigation Specialist may use Physical Fitness time per the District physical fitness policy.

D. Health Insurance - Medical

The District requires all employees to have a medical insurance plan. Employees choosing to waive District sponsored medical coverage shall submit a Waiver of Medical Insurance Coverage form.

The Wildfire Mitigation Specialist is eligible for the following medical plan contribution schedule.

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 fulltime 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 + Family.

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

E. Dental Insurance

The District shall pay 100% of the premium for dental coverage for the Wildfire Mitigation

Specialist and his dependents.

F. Vision Insurance

The District shall pay 100% of the premium for vision coverage for the Wildfire Mitigation Specialist and his dependents.

G. Social Security

1. The District shall contribute to Social Security, per applicable Federal law

H. Life Insurance, All Tiers

The District will contribute twelve dollars (\$12.00) per month toward life insurance plan(s) and will deduct the remaining required premium from the Wildfire Mitigation Specialist's paycheck. The Wildfire Mitigation Specialist will be responsible for the full premium amount of additional voluntary life insurance coverage through the District plan.

I. Disability - AFLAC Insurance, All Tiers

The District will contribute \$150.00 per month to the base salary for disability insurance for the Wildfire Mitigation Specialist.

J. Employee Assistance Program (EAP)

The Wildfire Mitigation Specialist may participate in any Employee Assistance Program offered to District employees. The current EAP program through the Managed Health Network (MHN) offers employees and their dependents 10 counseling sessions per incident, per year along with on-line services.

ARTICLE V - LEAVES

This section includes descriptions for the different type of leave programs available to the Wildfire Mitigation Specialist.

A. Bereavement Leave

This leave is available to the Wildfire Mitigation Specialist for the purpose of attending to family needs that arise in connection with the death of a member of the Wildfire Mitigation Specialist's immediate family. "Family" for bereavement leave includes: Spouse, domestic partners (as defined by the State of California), mother, father, child, step-child, grandmother, grandfather, sister, brother, brother-in-law, sister-in-law, spouse's parents and spouse's grandmother and grandfather.

B. FMLA Leave

FMLA leave is available for employee use under the following circumstances, as defined by 29 USC § 2612, Government Code § 12945.1 and Government Code § 12945.2:

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child, parent, or legally registered domestic partner) with a serious health condition.

- When an employee is unable to work because of his/her own serious health condition.
- To care for a spouse, son, daughter, parent or next of kin service member of the United States Armed Forces, who has a serious injury or illness incurred in the line of duty.

C. Floating Holidays

1. The Wildfire Mitigation Specialist shall receive 16 hours of Floating Holiday time annually.
2. Floating Holiday leave must be used in 4 hour or greater increments.
3. If the Wildfire Mitigation Specialist has a floating holiday hour balance of less than four (4) hours, she may use the accrued hours in any increment up to the maximum of her accrued vacation hours.

D. General Sick Leave

1. The Wildfire Mitigation Specialist shall accrue sick leave at a rate of 8.5 hours per month.
2. A day-shift employee's accumulated sick leave will be capped at of 2,080 hours.

E. Sick Leave Incentive

1. The Wildfire Mitigation Specialist shall receive the equivalent of 8.5 hours of pay for each quarter of the year in which Sick Leave is not used.
2. FMLA leave shall not be considered as Sick Leave.
3. The 8.5 hours of pay shall be contributed into the Wildfire Mitigation Specialist's deferred compensation account (457 plan).

F. Office Holidays

Paid holidays for day staff members are: New Years' Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving, Friday following Thanksgiving, and Christmas; and a 4-hour (p.m.) holiday on weekday Christmas Eve Day.

G. Vacation

1. After one (1) year of service, the Wildfire Mitigation Specialist shall receive 102 hours of vacation leave.
2. Vacation leave must be used in 4 hour or greater increments.
3. If the Wildfire Mitigation Specialist has a vacation hour balance of less than four (4) hours, he may use the accrued hours in any increment up to the maximum of his accrued vacation hours.

ARTICLE VI – DRIVER LICENSE REQUIREMENTS

The Wildfire Mitigation Specialist is required to possess and maintain a valid California Driver License, Class C

ARTICLE VII- EXISTING DISTRICT PERSONNEL RULES, POLICES AND PROCEDURES

Unless changed by the express terms of this Agreement, all terms and conditions of employment established by written District personnel rules, policies and procedures in effect at the time of adoption of this Agreement shall remain in full force and effect unless and until changed in accordance with State law.

ARTICLE VIII – ADDITIONAL PROVISIONS

A. Severability.

It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be declared or determined by a final and binding arbitrator or by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

B. Modification, Amendment, Waiver.

No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by the Wildfire Mitigation Specialist and the District. The failure of the Wildfire Mitigation Specialist or the District to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

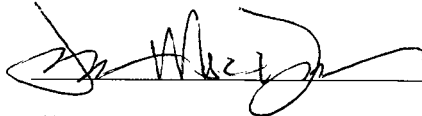
C. Governing Law.

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

D. Counterparts.

This Agreement may be executed by the parties in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this Agreement received by facsimile or electronic transmission (i.e., a PDF version) shall be legally binding and that each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.

I hereby accept all terms and conditions of the above Employment Agreement.

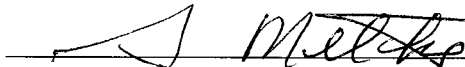


Wildfire Mitigation Specialist James MacDougall

3/15/21

Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

3/16/21

Date

RESOLUTION NO. 2021-3

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND WILDFIRE MITIGATION SPECIALIST SAMANTHA SIEBERT

WHEREAS, Wildfire Mitigation Specialist Samantha Siebert is a non-represented employee of the Novato Fire Protection District; and

WHEREAS, Wildfire Mitigation Specialist Samantha Siebert provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds that salary and benefits for Wildfire Mitigation Specialist Samantha Siebert, as described in the Employment Agreement attached hereto as Exhibit A, are necessary to maintain a competitive salary and benefit plan and effectively retain District employees; and


NOW, THEREFORE, BE IT RESOLVED THAT, The President of the Board of the Directors is authorized to execute the Employment Agreement attached hereto as **Exhibit A** and bind the District to the terms thereof.

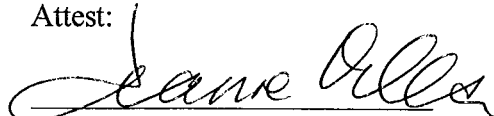
This resolution was PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 3rd day of March 2021, by the following vote:

AYES: *Dans, Goines, Francisco, Silverman and Metcho*

NAYS: *None*

ABSENT: *None*


Steve Metcho, President, Board of Directors

Attest:

Jeanne Villa Clerk of the Board



Employment Agreement

Between

Novato Fire Protection District

And

Wildfire Mitigation Specialist Samantha Siebert

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Article VIII: Additional Provisions

Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and Wildfire Mitigation Specialist Samantha Siebert. This employment agreement will be in effect March 1, 2021 through February 28, 2023. If either party chooses to terminate employment, the employment agreement will be discontinued.

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

This Agreement will serve to memorialize the understanding of the parties regarding the Wildfire Mitigation Specialist’s terms and conditions of employment with the District. No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by both parties.

ARTICLE II – AT WILL EMPLOYMENT

The Wildfire Mitigation Specialist’s employment with the District shall be for a maximum limited term of two (2) years. It is understood and agreed that the Wildfire Mitigation Specialist serves as an at-will employee, meaning his employment with the District may be terminated by him or the District at any time with or without cause, and cause is not required. No one other than the District’s Board of Directors has the authority to alter this at-will employment arrangement, to enter into an agreement or to make any agreement contrary to this at-will arrangement. Furthermore, any such agreement must be in writing and must be signed by the Fire Chief and approved by the Board of Directors.

ARTICLE III – SALARY

The Wildfire Mitigation Specialist’s salary shall be as follows, effective March 1, 2021.

Position	Hourly Base Salary
Wildfire Mitigation Specialist Effective 3/1/2021	\$41.50/hour

ARTICLE IV - BENEFITS

The Wildfire Mitigation Specialist is eligible for the following benefits:

A. Deferred Compensation (457 Plan) Contributions

The District will contribute up to \$100.00 per month dollar for dollar match toward the Wildfire Mitigation Specialist’s deferred compensation (457) plan, provided the Wildfire Mitigation Specialist contributes at least \$100.00 per month to his deferred compensation plan.

B. Overtime Pay

The Wildfire Mitigation Specialist 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 in the Overtime Policy #1009.

C. Physical Fitness

The Wildfire Mitigation Specialist may use Physical Fitness time per the District physical fitness policy.

D. Health Insurance - Medical

The District requires all employees to have a medical insurance plan. Employees choosing to waive District sponsored medical coverage shall submit a Waiver of Medical Insurance Coverage form.

The Wildfire Mitigation Specialist is eligible for the following medical plan contribution schedule.

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 fulltime 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 + Family.

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

E. Dental Insurance

The District shall pay 100% of the premium for dental coverage for the Wildfire Mitigation

Specialist and his dependents.

F. Vision Insurance

The District shall pay 100% of the premium for vision coverage for the Wildfire Mitigation Specialist and his dependents.

G. Social Security

1. The District shall contribute to Social Security, per applicable Federal law

H. Life Insurance, All Tiers

The District will contribute twelve dollars (\$12.00) per month toward life insurance plan(s) and will deduct the remaining required premium from the Wildfire Mitigation Specialist's paycheck. The Wildfire Mitigation Specialist will be responsible for the full premium amount of additional voluntary life insurance coverage through the District plan.

I. Disability - AFLAC Insurance, All Tiers

The District will contribute \$150.00 per month to the base salary for disability insurance for the Wildfire Mitigation Specialist.

J. Employee Assistance Program (EAP)

The Wildfire Mitigation Specialist may participate in any Employee Assistance Program offered to District employees. The current EAP program through the Managed Health Network (MHN) offers employees and their dependents 10 counseling sessions per incident, per year along with on-line services.

ARTICLE V - LEAVES

This section includes descriptions for the different type of leave programs available to the Wildfire Mitigation Specialist.

A. Bereavement Leave

This leave is available to the Wildfire Mitigation Specialist for the purpose of attending to family needs that arise in connection with the death of a member of the Wildfire Mitigation Specialist's immediate family. "Family" for bereavement leave includes: Spouse, domestic partners (as defined by the State of California), mother, father, child, step-child, grandmother, grandfather, sister, brother, brother-in-law, sister-in-law, spouse's parents and spouse's grandmother and grandfather.

B. FMLA Leave

FMLA leave is available for employee use under the following circumstances, as defined by 29 USC § 2612, Government Code § 12945.1 and Government Code § 12945.2:

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child, parent, or legally registered domestic partner) with a serious health condition.

- When an employee is unable to work because of his/her own serious health condition.
- To care for a spouse, son, daughter, parent or next of kin service member of the United States Armed Forces, who has a serious injury or illness incurred in the line of duty.

C. Floating Holidays

1. The Wildfire Mitigation Specialist shall receive 16 hours of Floating Holiday time annually.
2. Floating Holiday leave must be used in 4 hour or greater increments.
3. If the Wildfire Mitigation Specialist has a floating holiday hour balance of less than four (4) hours, she may use the accrued hours in any increment up to the maximum of her accrued vacation hours.

D. General Sick Leave

1. The Wildfire Mitigation Specialist shall accrue sick leave at a rate of 8.5 hours per month.
2. A day-shift employee's accumulated sick leave will be capped at of 2,080 hours.

E. Sick Leave Incentive

1. The Wildfire Mitigation Specialist shall receive the equivalent of 8.5 hours of pay for each quarter of the year in which Sick Leave is not used.
2. FMLA leave shall not be considered as Sick Leave.
3. The 8.5 hours of pay shall be contributed into the Wildfire Mitigation Specialist's deferred compensation account (457 plan).

F. Office Holidays

Paid holidays for day staff members are: New Years' Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving, Friday following Thanksgiving, and Christmas; and a 4-hour (p.m.) holiday on weekday Christmas Eve Day.

G. Vacation

1. After one (1) year of service, the Wildfire Mitigation Specialist shall receive 102 hours of vacation leave.
2. Vacation leave must be used in 4 hour or greater increments.
3. If the Wildfire Mitigation Specialist has a vacation hour balance of less than four (4) hours, he may use the accrued hours in any increment up to the maximum of his accrued vacation hours.

ARTICLE VI – DRIVER LICENSE REQUIREMENTS

The Wildfire Mitigation Specialist is required to possess and maintain a valid California Driver License, Class C

ARTICLE VII- EXISTING DISTRICT PERSONNEL RULES, POLICES AND PROCEDURES

Unless changed by the express terms of this Agreement, all terms and conditions of employment established by written District personnel rules, policies and procedures in effect at the time of adoption of this Agreement shall remain in full force and effect unless and until changed in accordance with State law.

ARTICLE VIII – ADDITIONAL PROVISIONS

A. Severability.

It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be declared or determined by a final and binding arbitrator or by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

B. Modification, Amendment, Waiver.

No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by the Wildfire Mitigation Specialist and the District. The failure of the Wildfire Mitigation Specialist or the District to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

C. Governing Law.

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

D. Counterparts.

This Agreement may be executed by the parties in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this Agreement received by facsimile or electronic transmission (i.e., a PDF version) shall be legally binding and that each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.

I hereby accept all terms and conditions of the above Employment Agreement.

S. Siebert

Wildfire Mitigation Specialist Samantha Siebert

3/15/21

Date

Accepted by the Novato Fire Protection District

J. Metz

Board President on behalf of the Novato Fire Protection District

3/16/21

Date

RESOLUTION NO. 2021-4

**A RESOLUTION OF THE BOARD OF DIRECTORS
NOVATO FIRE PROTECTION DISTRICT
ESTABLISHING THE SPECIAL TAX RATE FOR 2021/2022**

WHEREAS, Ordinance 91-1 imposing a special tax for paramedic/ambulance services and fire protection and prevention was confirmed by more than two-thirds of the voters in an election held November 5, 1991; and

WHEREAS, Section III of said Ordinance provides that the District Board shall determine annually, based upon a budget recommended to it, whether the basic tax rate shall be revised to reflect changes in charges and costs; and

WHEREAS, said Ordinance was amended by more than two thirds of the voters in an election held March 5, 2002; and

WHEREAS, said amendment approved on March 5, 2002, increases the special tax up to 6 cents/square foot on residential structures, and up to 9 cents/square foot on commercial/industrial structures; and

WHEREAS, said amendment approved on March 5, 2002, permits the special tax to be adjusted annually for inflation, which was 1.72% for 2020 establishing new limits at 9.99 cents/square foot on residential structures and 14.98 cents/square foot on commercial/industrial structures.

NOW THEREFORE BE IT RESOLVED that said basic tax rate is hereby established as follows:

Use Code	Description	Adopted Rate
11	Single Family Residential Improved	9.99 cents/square foot
14	Attached Single Family Residential	9.99 cents/square foot
21	Multiple Residential Improved	9.99 cents/square foot
31	Rural Improved	9.99 cents/square foot
33	Agricultural Improved	9.99 cents/square foot
41	Industrial Improved	14.98 cents/square foot
51	Commercial Improved	14.98 cents/square foot

PASSED AND ADOPTED by the Board of Fire Directors, Novato Fire Protection District, on the 5th day of May 2021 by the following vote:

AYES: *Davis, Francisco, Goines, Silverman*

NOES: *none*

ABSENT: *Metchko*

William L Davis *VP*

President, Board of Directors

Attest: *Jaime M. Villa*

RESOLUTION NO. 2021-6

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
DECLARATION OF ARSON AWARENESS WEEK
MAY 2-8, 2021**

WHEREAS, the Novato Fire Protection District theme for the 2021 Arson Awareness Week: Protecting Your Home and Community against Wildfire Arson; and

WHEREAS, According to the US Fire Administration, intentional actions were the cause of nearly 20% all wildfires in the us in 2019 & 2020; and

WHEREAS, according to the National Fire Protection Association 75% of intentional fires occurred outside; and

WHEREAS, according to the California Department of Forestry more than 500 Wildland fires are caused by Arson and this offense increased by 28% in 2020 reports.; and

WHEREAS, Novato Fire Protection District takes every precaution to help protect its residents and their property from wildfire; in the event of a major wildfire, firefighting resources will be stretched. Everyone needs to prepare now to protect themselves, their family, and their property from a devastating wildfire and report suspicious activity; and

WHEREAS, we will use the week of May 2-8, 2021 to focus on the importance of a cooperative effort with fire and emergency services departments, law enforcement, public works, insurance companies and the justice system to help prevent the horrendous crime of wildfire arson; and

NOW, THEREFORE, BE IT PROCLAIMED, that The Novato Fire Protection District Board of Directors meeting on Wednesday, May 5, 2021, in Novato, California, hereby proclaims the week, beginning on May 2, 2021, as National Arson Awareness Week , and the first full week of May shall be so designated each year thereafter.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 5th day of May, 2021, by the following vote:


AYES: Davis, Francisco, Goines, Silverman

NOES: None

ABSTAIN: Absent: Metcho



President, Board of Directors



Board Clerk

RESOLUTION NO. 2021-7

A RESOLUTION OF THE BOARD OF DIRECTORS NOVATO FIRE PROTECTION DISTRICT RECOGNIZING WILDFIRE PREPAREDNESS WEEK MAY 2-8, 2021 ENCOURAGING RESIDENTS TO TAKE STEPS TO REDUCE THE THREAT OF WILDFIRE TO THEIR HOMES AND COMMUNITIES, FIRE DEFENSE IS SELF DEFENSE, GET READY, BE PREPARED.

WHEREAS, in 2020 California experienced 6 of the largest and most destructive fires in the state's history, burning more than 2.6 million acres, and destroying 8600 structures; sadly, resulting in 21 deaths. Included in these fires, was the largest in recorded history, burning more than one million acres and resulting in 4.5 billion dollars in insured loss. In the past 5 years more than 38,000 structures and sadly more than 200 lives have been lost in our state, due to wildfires. The citizens of California must all do their part to help protect our natural resources. The public must work locally to take aggressive action to prepare themselves for wildfires, while May 1st starts the staffing of wildland fire engines throughout Novato, it is critically important that our residents join their local fire agencies in preparing for the 2021 fire season;

WHEREAS, the City of Novato and Unincorporated areas of Novato have experienced several serious wildfires in the past that destroyed homes and threatened lives; and

WHEREAS, the Board of Directors of the Novato Fire Protection District have taken action to adopt an Enhanced Wildfire Mitigation Plan; and

WHEREAS, wildfire poses a threat to the lives and property of residents and visitors of Novato; and

WHEREAS, wildfire can significantly impact Novato's environmental, economic, and social well-being; and

WHEREAS, residents and land owners of the City of Novato and Unincorporated areas of Novato can significantly reduce the threat of wildfire to their homes and communities by advanced preparation of a Wildfire Action Plan - READY, SET, GO, create defensible space and harden homes to keep embers out; and

WHEREAS, reducing the threat of wildfire to homes and communities takes coordinated action and effort between residents, homeowners, land managers and local fire agencies; Communities and Land owners of the City of Novato and Unincorporated areas can request a free in person Wildfire Mitigation Assessment; and

WHEREAS, residents and land owners of the City of Novato and Unincorporated areas of Novato and can apply for Vegetation Management and Home Hardening Matching Grant funds through the Novato Fire Protection District; and

WHEREAS, Novato Fire Protection District takes every precaution to help protect its residents and their property from wildfire; in the event of a major wildfire, firefighting resources will be stretched. Everyone needs to prepare now, to protect themselves, their family, and their property from a devastating wildfire. Take the time to learn more about how one can prepare by visiting novatofire.org/prevention-resource-center and by scheduling a complimentary in home Wildfire Mitigation Assessment.

NOW, THEREFORE, BE IT PROCLAIMED that The Novato Fire Protection District Board of Directors meeting on Wednesday, May 5, 2021, in Novato, California, hereby proclaims May 2-8, 2020 as Wildfire Preparedness Week, and we urge all the people of Novato to heed the important safety messages of Wildfire Preparedness Week, and to support the many public safety activities and efforts of Marin's fire and emergency services.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 5th day of May, 2021, by the following vote:

AYES: *Davis, Francisco, Goines*
NOES: *None*
ABSENT: *metcho*

William J. Davis *v.s.*
PRESIDENT, BOARD OF DIRECTORS

ATTEST:

Janet M. Vella
BOARD CLERK

RESOLUTION NO. 2021-8

**A RESOLUTION OF THE BOARD OF DIRECTORS NOVATO FIRE PROTECTION DISTRICT
AMENDING THE NOVATO FIRE PROTECTION DISTRICT FLEXIBLE BENEFIT PLAN.**

WHEREAS, in early 2021 the Federal government passed the Consolidated Appropriations Act (CAA) and the American Rescue Plan Act (ARPA) allowing temporary changes to an agency's flexible benefits plans;

WHEREAS, these changes apply only to these provisions of the plan: carryover of unused funds for health flexible spending arrangements (health fsa's); spend-down for health fsa; prospective changes in elections (without change in status); and special carry forward rule for dependents aged out during the pandemic as outlined in Exhibit A – Summary of Material Modifications to Your Summary Plan Description; and

WHEREAS, these plan changes are limited to the 2020 and 2021 plan year, based on the CAA and the ARPA; and

WHEREAS, these plan changes do not create any additional costs to the District.


NOW, THEREFORE, BE IT PROCLAIMED that The Novato Fire Protection District Board of Directors meeting on Wednesday, July 7, 2021, in Novato, California, hereby amends the Novato Fire Protection District Flexible Benefit Plan.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 7th day of July, 2021, by the following vote:

AYES: *Davis, Francisco, Goines, Metchko, Silverman*
NOES: *none*
ABSENT: *none*



PRESIDENT, BOARD OF DIRECTORS

ATTEST: 

BOARD CLERK

**Novato Fire Protection District FLEXIBLE BENEFITS PLAN
SUMMARY OF MATERIAL MODIFICATIONS TO YOUR SUMMARY PLAN DESCRIPTION**

Novato Fire Protection District Flexible Benefits Plan

This document summarizes important changes to your Novato Fire Protection District Flexible Benefits Plan and should be kept with your Summary Plan Description (SPD) for future reference.

With respect to the current Plan Information in your SPD, effective January 1st, 2020, Novato Fire Protection District amended its Plan to temporarily adopt the changes listed below:

Carryover of Unused Funds for Health Flexible Spending Arrangements (Health FSAs):

For plan years ending in 2020 and 2021, a plan that includes a health FSA may allow any unused benefits or contributions remaining to be carried over from such plan year to the plan year ending in 2021. Note: This effectively eliminates any cap on carryover of unused funds that previously existed for the 2020 and 2021 plan years.

Please select the Plan(s) that you would like to apply the extension:

Health FSA 2020 plan year 2021 plan year

Spend-Down for Health FSA:

A plan that includes a health FSA may allow (similar to the rules applicable to DCFSA) an employee who ceases participation in the plan during calendar year 2020 or 2021 (for example, due to termination of employment) to continue to receive reimbursements from unused benefits or contributions for expenses incurred through the end of the plan year in which such participant ceased participation (including any extended grace period permitted in the temporary Act). Currently, if you do not have spend-down for Health FSA and would like to adopt this/these provision(s) please indicate below:

Health FSA 2021 plan year

Prospective Changes in Elections (Without a Change in Status):

For plan years ending in 2021, a plan that includes a health FSA or DCFSA may allow an employee to make an election to prospectively modify the amount (but not in excess of any applicable dollar limitation) of such employee's contributions to any health FSA or DCFSA (without regard to any change in status).

Health FSA 2021 plan year

DCFSA 2021 plan year

Special carry forward rule for dependent care FSA where dependents aged out during the pandemic.

An "eligible employee" may be reimbursed for an eligible dependent who is not yet age 14 (previously age 13) for purposes of determining the dependent care assistance which may be paid or reimbursed with respect to such employee under the dependent care FSA. The term "eligible employee" is defined as any employee who (A) is enrolled in a DCFSA for the last plan year with respect to which the end of the regular enrollment period for such plan year was on or before January 31, 2020; and (B) has one or more dependents (as defined in Internal Revenue Code § 152(a)(1)) who attain the age of 13— (i) during such plan year, or (ii) in the case of an employee who (after the application of this section) has an unused balance in the employee's account under such arrangement for such plan year (determined as of the close of the last day on which, under the terms of the plan, claims for reimbursement may be made with respect to such plan year), the subsequent plan year.

ACTIONS TAKEN AND RESOLUTIONS ADOPTED BY CONSENT OF AUTHORIZED REPRESENTATIVE

Novato Fire Protection District

The undersigned, being an authorized representative of Novato Fire Protection District (the "Employer") hereby adopt the following Resolution by unanimous consent and direct that this Consent Resolution be entered in the minute books of the Corporation.

RESOLVED, that the Amendment to the Novato Fire Protection District Flexible Benefits Plan (the Amendment) is hereby approved and adopted, and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Amendment.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date:

7-21-2021

Signed:

Beis

RESOLUTION NO. 2021-9

**A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE
PROTECTION DISTRICT AND DEPUTY CHIEF GERALD MCCARTHY.**

WHEREAS, Deputy Chief Gerald McCarthy is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, Deputy Chief Gerald McCarthy provides a valuable service and leadership to the Novato Fire Protection District; and

WHEREAS, the Novato Fire Protection District, via its representative, has negotiated salary and benefits of Deputy Chief Gerald McCarthy; and

WHEREAS, the Board of Directors finds the salary and benefits for the Deputy Fire Chief Gerald McCarthy, as described in the Employment Agreement attached hereto as Exhibit A, are necessary to maintain a competitive salary and benefits plan and effectively retain District employees.

NOW, THEREFORE, BE IT PROCLAIMED that the President of the Board of Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A, and to bind the District by his signature to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 7th day of July, 2021, by the following vote:

AYES: *Davis, Francisco, Gomes, Metcho, Silverman*
NOES: *none*
ABSENT: *none*



PRESIDENT, BOARD OF DIRECTORS

ATTEST:


BOARD CLERK



Employment Agreement

Between

Novato Fire Protection District

And

Deputy Fire Chief Gerald McCarthy

July 1, 2021

TABLE OF CONTENTS:

Article I: Full Understanding and Agreement

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Article IX: Mutual Aid and Out of County Response

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Article XI: Additional Provisions

Employment Agreement

This Agreement is entered into by and between the Novato Fire Protection District (“District”) and the Deputy Fire Chief Gerald McCarthy (“Deputy Chief”). This employment agreement will be in effect beginning July 16, 2021. The Deputy Chief’s base salary and benefits will be reviewed annually and may be adjusted annually based on the items negotiated by represented groups. If either party chooses to terminate employment, the employment agreement will be discontinued.

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

This Agreement will serve to memorialize the understanding of the parties regarding the Deputy Chief’s terms and conditions of employment with the District. No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by both parties.

ARTICLE II – FOR CAUSE EMPLOYMENT

The Deputy Chief’s employment with the District shall not be for any particular term and he will be subject to all applicable District personnel rules and regulations pertaining to performance and discipline. In this regard, it is understood that the Deputy Chief serves as a “for cause” employee, meaning his employment with the District may be terminated by the District for reasons and in the procedural manner provided by the District’s personnel rules and State law.

ARTICLE III – TERMINATION OF AGREEMENT

As provided above, the Deputy Chief shall be separated from employment with the District and the terms and conditions of employment of this Agreement terminated only for cause in accordance with District personnel rules, policies, and procedures regarding employee performance and discipline and applicable provisions of the Firefighters Procedural Bill of Rights Act.

ARTICLE IV – SALARY

The Deputy Fire Chief's salary shall be as follows, effective July 16, 2021.

Position	Monthly Base Salary
Deputy Chief	\$16,355.55

ARTICLE V - BENEFITS

The Deputy Chief is eligible for the following benefits:

A. Deferred Compensation (457 Plan) Contributions

The District will contribute up to \$150.00 per month dollar for dollar match toward the Deputy Fire Chief's deferred compensation (457) plan, provided the Deputy Chief contributes at least \$150.00 per month to his deferred compensation plan.

B. Overtime Pay

The Deputy Chief 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 in the Manual of Operations Overtime Policy. Overtime will be paid for emergency response, EOC preparation and activation, shift coverage after normal working hours, District coverage after normal working hours. Overtime hours accrued by the Deputy Chief will be paid as Compensatory Time (CTO) and added to their bank.

The Deputy Chief will be compensated for 12 hours of overtime for every 24 hours of Wildland Duty Coverage.

C. Compensatory Time Pay (CTO On)

1. Overtime Pay may be accrued as Compensatory Time (CTO On) at time and one-half for actual hours worked.
2. CTO On may be accrued up to a maximum of 96 hours. CTO On hours in excess of 96 shall be cashed out.
3. CTO On time older than one year shall be cashed out.

D. Annual Compensatory Time Off (CTO)

July 1, 2021

1. 120 hours of Compensatory Time (CTO) shall be deposited in the Deputy Chief's CTO account on January 1 of each year.
3. Compensatory Time (CTO) is non-pensionable.
4. CTO time may be used in minimum increments of 1 hour.

E. Physical Fitness

The Deputy Chief may use Physical Fitness time per the District's physical fitness policy.

F. Health Insurance - Medical

The District requires all employees to have a medical insurance plan. Employees choosing to waive District sponsored medical coverage shall submit a Waiver of Medical Insurance Coverage form.

The Deputy Chief is eligible to continue on the following medical plan contribution schedule, specific to his appropriate tier based upon hiring dates as outlined below.

1. Medical Insurance: Employees hired prior to January 1, 2015: District Employer Contribution for Medical Insurance Benefits

The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing the Deputy Chief and his dependents with access to medical insurance benefits. The Deputy Chief 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. The District agrees to pay this contribution only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

The District shall provide a maximum employer contribution that is equal to the minimum contribution required under the PEMHCA.

- a. Supplemental Benefit Allowance

The District provides a Supplemental Benefit Allowance to all full-time employees 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 an employee shall be determined based on an employee's participation level. Any Supplemental Benefit Allowance can only be used by an employee to offset the cost of participation in District sponsored medical benefits that are available through an IRS Section 125 cafeteria plan. Upon the effective date 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 employees who enroll in medical insurance for Employee Only, Employee + 1 Dependent, or Employee + Family.

The District's contribution towards medical insurance premiums is based upon the CalPERS Kaiser HMO premium in 2015. This rate shall be adjusted annually based upon the Kaiser HMO premium.

The Deputy Chief is responsible for paying the difference between the cost of his selected medical insurance premium and the established Supplemental Benefit Allowance.

b. Section 125 Cafeteria Plan

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

c. 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.

2. Medical Insurance for Retired Employees: District Employer Contribution for Retiree Medical Insurance Benefits

The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing retired employees and their eligible dependents with medical insurance benefits. For employees retiring under a contract or other employment agreement with the District while this provision is in place, said medical benefits shall be considered vested for the duration of life for employees and their eligible dependents. Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA); or any other health benefits organization contracted by the District to provide medical benefits.

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

The District will provide a maximum retired employer contribution that is equal to the minimum contribution required under PEMHCA.

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

3. Supplemental Retiree Benefit Allowance

The District provides a Supplemental Retiree Benefit Allowance to retired employees. Receipt of any Supplemental Retiree Benefit Allowance is in addition to any employer contribution that is provided in the previous paragraphs.

The District pays 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 employee's tax liabilities.

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

Beginning January 1, 2010 the District will provide a Supplemental Retiree Benefit Allowance based upon a vesting formula. Each employee shall fall into a category below based on current years of service as of the date of adoption of the contract or other agreement governing the employee's employment with the District.

Supplemental Retiree Benefit Allowance Vesting

Current Years of Service as of July 16, 2021	Vesting Base
0 to 5	55%
5 to 10	60%
10 to 15	65%
15 to 20	70%
20 to 25	75%
25 to 30	80%

Each employee 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, employee 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.

The District has established a Retirement Health Savings (RHS) plan for the Deputy Chief 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 employee contribution for employees under the age of 40 for a total combined contribution of \$150 per month. When current employees reach the age of 40, the employee 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 employees over the age of 40 at the time of the effective date of this Agreement, the District shall contribute a \$150 per month to the mandatory employee contribution of \$75.00 per month for a total of \$225 per month.

Both employee and District contributions shall be adjusted annually beginning June 30, 2021, at a percentage rate equal to the United States Department of

Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose annual consumer price index (CPI).

G. Dental Insurance, All Tiers

The District shall pay 100% of the premium for dental coverage for the Deputy Chief and his dependents.

- a. Dental Insurance in Retirement: Retired members may purchase dental insurance through the District for themselves and their eligible dependents. The retired member pays 100% of the premium cost.

H. Vision Insurance, All Tiers

The District shall pay 100% of the premium for vision coverage for the Deputy Chief and his dependents.

- a. Vision Insurance in Retirement: Retired members may purchase vision insurance through the District for themselves and their dependents. The retired member pays 100% of the premium cost.

I. Marin County Employee's Retirement Association

The District shall not be responsible for any of the Deputy Chief employee portion of retirement contributions to the Marin County Employee's Retirement Association (MCERA).

J. Life Insurance, All Tiers

The District will contribute twelve dollars (\$12.00) per month toward life insurance plan(s) and will deduct the remaining required premium from the Deputy Chief's paycheck. The Deputy Chief will be responsible for the full premium amount of additional voluntary life insurance coverage through the District plan.

K. Employee Assistance Program (EAP)

The Deputy Chief may participate in any Employee Assistance Program offered to District Employees. The current EAP program through the Managed Health Network (MHN) offers employees and their dependents 9 counseling sessions per incident, per year along with on-line services.

L. Continuing Professional Education

Continuing professional education for the Deputy Chief includes:

- a. The Deputy Chief will be given up to two weeks per year to attend conferences or classes that pertain to their area of responsibility; if funds are available.
- b. The District will pay for attendance based on the District's Travel Request and Reimbursement Policy.

M. Educational Incentive Program

The educational incentive for Deputy Chief provides for an increase in retirement subvention towards the members contribution. A member may obtain 1% for meeting criterion in Categories 1 (to a maximum of 2%) and 2 (maximum of 1%), for a total overall maximum of 3%.

Category 1 (Maximum 2%):

- Participation in an EOC command or General staff position
- Participation on the Marin County USAR team
- Participation on the Marin County HazMat tea,
 - Budget Administration
 - Program Administration
- Participation in the Marin County Fire Investigation team
- Participation on the North Bay Incident Management team (NBIMT)
- MCFCA Strike Team Leader
- Active assignment to an Incident Management Team
- Associates degree or greater
- Fire Officer Designee (FOD)
- EFO Applicant

Category 2 (Maximum 1%):

- State Fire Marshal Chief Officer Certification
- Chief Officer designee
- Fire Prevention 3
- Master Instructor
- Instructor 1
- Instructor II
- NWCG Certified Type 4 Incident Commander

O. Excess Sick Leave - Retirement

A day-shift employee's accumulated sick leave may be applied toward retirement up to a cap of 2,080 hours.

ARTICLE VI - LEAVES

This section includes descriptions for the different type of leave programs available to the Deputy Chief:

A. Bereavement Leave

This leave is available to the Deputy Chief for the purpose of attending to family needs that arise in connection with the death of a member of the Deputy Chief's immediate family. "Family" for bereavement leave includes: Spouse, domestic partners (as defined by the State of California), mother, father, child, step-child, grandmother, grandfather, sister, brother, brother-in-law, sister-in-law, spouse's parents and spouse's grandmother and grandfather.

B. Catastrophic Leave

This leave is available to the Deputy Chief. Catastrophic Leave is for use after a catastrophic illness or injury or a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude the Deputy Chief from returning to work for an extended period of time, during which the Deputy Chief will exhaust all of his accumulated leave balances. In order to request catastrophic leave the Deputy Chief must have exhausted all of his accrued leave, including sick leave, compensatory time off, and vacation time and received the approval of the Fire Chief to open a Personal Catastrophic Leave account. If the Deputy Chief is incapacitated, his legally recognized representative may request that the account be opened.

C. FMLA Leave

FMLA leave is available for an employee's use under the following circumstances, as defined by 29 USC § 2612, Government Code § 12945.1 and Government Code § 12945.2:

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child, parent, or legally registered domestic partner) with a serious health condition.
- When an employee is unable to work because of his/her own serious health condition.

- To care for a spouse, son, daughter, parent or next of kin service member of the United States Armed Forces, who has a serious injury or illness incurred in the line of duty.

D. Floating Holidays

1. The Deputy Chief shall 16 hours of Floating Holiday time annually.
2. Floating Holiday leave must be used in 4 hour or greater increments.
3. If the Deputy Chief has a floating holiday hour balance of less than four (4) hours, he may use the accrued hours in any increment up to the maximum of his floating holiday hours.

E. General Sick Leave

1. The Deputy Chief shall accrue sick leave at a rate of 8.5 hours per month.
2. A day-shift employee's accumulated sick leave may be applied toward retirement up to a cap of 2,080 hours.

F. Sick Leave Incentive

1. The Deputy Chief shall receive the equivalent of 8.5 hours of pay for each quarter of the year in which Sick Leave is not used.
2. FMLA leave shall not be considered as Sick Leave.
3. The 8.5 hours of pay shall be contributed into the Deputy Chief's deferred compensation account (457 plan).

G. Excess Sick Leave Contribution to Deferred Compensation (457 Plan)

1. Upon request the District will contribute to the Deputy Chief's deferred compensation account an amount equivalent to the hours in his sick leave bank in excess of 500 hours.
2. The Deputy Chief must request this transfer of excess sick leave hours by the first pay period in January.
3. If the Deputy Chief has less than 500 hours he may not request a transfer; in addition, no transfer of sick leave hours shall cause his sick leave bank to

contain less than 500 hours.

4. The transferred sick leave shall be calculated at 50% of the Deputy Chief's hourly rate.

H. Office Holidays

Paid holidays for the Deputy Chief will match those of all Day/Administrative office members.

I. Vacation

1. The Deputy Chief shall receive Vacation Leave based upon his completed years of service, following the District's Vacation policy. For purposes of calculating years of service, hire date is considered to be January 1 of the year an employee is hired.

EXAMPLE: an employee hired on April 1, 2000 will have his/her years of service calculated for vacation leave purposes with a hire date of January 1, 2000.

2. Vacation leave must be used in 4 hour or greater increments.
3. If the Deputy Chief has a vacation hour balance of less than four (4) hours, he may use the accrued hours in any increment up to the maximum of his accrued vacation hours.
4. Vacation may not be accrued in excess of two times the Deputy Chief's annual accrual rate. The Deputy Chief will cease to accrue vacation once he has accrued twice his annual vacation accrual until such time as his accrued vacation is reduced below this limit.

J. Vacation Cash Out

The District may pay the Deputy Chief, at his request, up to 50% of his total accrued vacation, not to exceed one year of vacation accrual. Cash out will only take place during the last pay period of June.

ARTICLE VII - RETIREMENT

A. Tier 1 Retired Employees

1. Full time safety employees hired prior to December 31, 2012, shall be eligible for retirement benefits through the Marin County Public Employee's Retirement Agency (MCERA) as follows:
 - a. 3% @ age 50
 - b. Annual Cost of Living Adjustment not to exceed 4%
 - c. Highest 12 month period for determining final compensation for retirement pay.
2. Retirement tier is determined upon entry into the MCERA retirement system.
3. Following 30 years of contributions of MCERA, employee contributions cease.

ARTICLE VIII – DRIVER LICENSE REQUIREMENTS

The Deputy Chief is required to possess a valid California Driver License, Class C, and to maintain CPR/AED certification.

ARTICLE IX – MUTUAL AID AND OUT OF COUNTY RESPONSE

The Deputy Chief will be allowed to respond to a total of 21 days on an Out of County Mutual Aid assignment annually, with prior approval of the Fire Chief. Additional responses must be approved by the Fire Chief prior to accepting an assignment to an incident.

The Deputy Chief will be paid portal to portal for Out of County Mutual Aid assignments in accordance with the CAL OES Approved Rate Letter on file.

ARTICLE X EXISTING DISTRICT PERSONNEL RULES, POLICES AND PROCEDURES

Unless changed by the express terms of this Agreement, all terms and conditions of employment established by written District personnel rules, policies and procedures in effect at the time of adoption of this Agreement shall remain in full force and effect unless and until changed in accordance with State law.

ARTICLE XI – ADDITIONAL PROVISIONS

A. Severability.

It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be

declared or determined by a final and binding arbitrator or by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

B. Modification, Amendment, Waiver.

No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by the Deputy Chief and the District. The failure of the Deputy Chief or the District to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

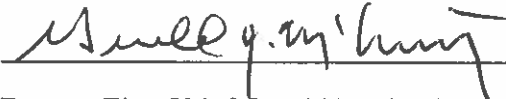
C. Governing Law.

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

D. Counterparts.

This Agreement may be executed by the parties in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this Agreement received by facsimile or electronic transmission (i.e., a PDF version) shall be legally binding and that each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.

I hereby accept all terms and conditions of the above Employment Agreement.




Deputy Fire Chief Gerald McCarthy

7/14/21
Date

Accepted by the Novato Fire Protection District

July 1, 2021



Board President on behalf of the Novato Fire Protection District

7/21/21
Date

RESOLUTION NO. 2021-10

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
CHANGING MEETING TIME**

WHEREAS, the Board of Directors, Novato Fire Protection District, by its policy, meets monthly on the first Wednesday;

WHEREAS, the Board of Directors wishes to amend its

policy to change the time of the day it meets from 6:00 PM to 10:00 AM;

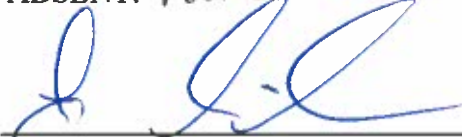
NOW THEREFORE BE IT RESOLVED, the Board of Directors will now meet on the first Wednesday of each month at 10:00 AM.

PASSED AND ADOPTED at a regular meeting held September 1, 2021, by the following vote:

AYES: *Davis, Francusca Gomes, Silverman*

NOES: *None*

ABSENT: *None*



President
Board of Directors

ATTEST:



Jeanne Villa
Board Clerk

RESOLUTION NO. 2021-11

**A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE
PROTECTION DISTRICT AND WILDFIRE MITIGATION SPECIALIST NICHOLAS BARLUPE.**

WHEREAS, Wildfire Mitigation Specialist Nicholas Barlupe is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, Wildfire Mitigation Specialist Nicholas Barlupe provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Wildfire Mitigation Specialist Nicholas Barlupe, as described in the Employment Agreement attached hereto as Exhibit A, are necessary to maintain a competitive salary and benefits plan and effectively retain District employees.

NOW, THEREFORE, BE IT PROCLAIMED that the President of the Board of Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A, and to bind the District by his signature to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 1st day of September, 2021, by the following vote:

AYES: *Davis, Francisco, Gaines, Silverman*
NOES: *None*
ABSENT: *none*



PRESIDENT, BOARD OF DIRECTORS

ATTEST:


BOARD CLERK



Employment Agreement

Between

Novato Fire Protection District

And

Wildfire Mitigation Specialist Nicholas Barlupe

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Article IV: Benefits Article

Article V: Leaves Article

Article VI: Driver's License Requirements

Article VII: Existing District Personnel Rules, Policies and Procedures

Article VIII: Additional Provisions

Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and Wildfire Mitigation Specialist Nicholas Barlupe. This employment agreement will be in effect October 1, 2021 through September 30, 2023. If either party chooses to terminate employment, the employment agreement will be discontinued.

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

This Agreement will serve to memorialize the understanding of the parties regarding the Wildfire Mitigation Specialist’s terms and conditions of employment with the District. No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by both parties.

ARTICLE II – AT WILL EMPLOYMENT

The Wildfire Mitigation Specialist’s employment with the District shall be for a maximum limited term of two (2) years. It is understood and agreed that the Wildfire Mitigation Specialist serves as a at-will employee, meaning his employment with the District may be terminated by him or the District at any time with or without cause, and cause is not required. No one other than the District’s Board of Directors has the authority to alter this at-will employment arrangement, to enter into an agreement or to make any agreement contrary to this at-will arrangement. Furthermore, any such agreement must be in writing and must be signed by the Fire Chief and approved by the Board of Directors.

ARTICLE III – SALARY

The Wildfire Mitigation Specialist’s salary shall be as follows, effective October 1, 2021.

Position	Hourly Base Salary
Wildfire Mitigation Specialist Effective 10/1/2021	\$41.50/hour

ARTICLE IV - BENEFITS

The Wildfire Mitigation Specialist is eligible for the following benefits:

A. Deferred Compensation (457 Plan) Contributions

The District will contribute up to \$100.00 per month dollar for dollar match toward the Wildfire Mitigation Specialist’s deferred compensation (457) plan, provided the Wildfire Mitigation Specialist contributes at least \$100.00 per month to his deferred compensation plan.

B. Overtime Pay

The Wildfire Mitigation Specialist 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 in the Overtime Policy #1009.

C. Physical Fitness

The Wildfire Mitigation Specialist may use Physical Fitness time per the District physical fitness policy.

D. Health Insurance - Medical

The District requires all employees to have a medical insurance plan. Employees choosing to waive District sponsored medical coverage shall submit a Waiver of Medical Insurance Coverage form.

The Wildfire Mitigation Specialist is eligible for the following medical plan contribution schedule.

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 fulltime 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 + Family.

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

E. Dental Insurance

The District shall pay 100% of the premium for dental coverage for the Wildfire Mitigation

Specialist and his dependents.

F. Vision Insurance

The District shall pay 100% of the premium for vision coverage for the Wildfire Mitigation Specialist and his dependents.

G. Social Security

1. The District shall contribute to Social Security, per applicable Federal law

H. Life Insurance, All Tiers

The District will contribute twelve dollars (\$12.00) per month toward life insurance plan(s) and will deduct the remaining required premium from the Wildfire Mitigation Specialist's paycheck. The Wildfire Mitigation Specialist will be responsible for the full premium amount of additional voluntary life insurance coverage through the District plan.

I. Disability - AFLAC Insurance, All Tiers

The District will contribute \$150.00 per month to the base salary for disability insurance for the Wildfire Mitigation Specialist.

J. Employee Assistance Program (EAP)

The Wildfire Mitigation Specialist may participate in any Employee Assistance Program offered to District employees. The current EAP program through the Managed Health Network (MHN) offers employees and their dependents 10 counseling sessions per incident, per year along with on-line services.

ARTICLE V - LEAVES

This section includes descriptions for the different type of leave programs available to the Wildfire Mitigation Specialist.

A. Bereavement Leave

This leave is available to the Wildfire Mitigation Specialist for the purpose of attending to family needs that arise in connection with the death of a member of the Wildfire Mitigation Specialist's immediate family. "Family" for bereavement leave includes: Spouse, domestic partners (as defined by the State of California), mother, father, child, step-child, grandmother, grandfather, sister, brother, brother-in-law, sister-in-law, spouse's parents and spouse's grandmother and grandfather.

B. FMLA Leave

FMLA leave is available for employee use under the following circumstances, as defined by 29 USC § 2612, Government Code § 12945.1 and Government Code § 12945.2:

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child, parent, or legally registered domestic partner) with a serious health condition.

- When an employee is unable to work because of his/her own serious health condition.
- To care for a spouse, son, daughter, parent or next of kin service member of the United States Armed Forces, who has a serious injury or illness incurred in the line of duty.

C. Floating Holidays

1. The Wildfire Mitigation Specialist shall receive 16 hours of Floating Holiday time annually.
2. Floating Holiday leave must be used in 4 hour or greater increments.
3. If the Wildfire Mitigation Specialist has a floating holiday hour balance of less than four (4) hours, she may use the accrued hours in any increment up to the maximum of her accrued vacation hours.

D. General Sick Leave

1. The Wildfire Mitigation Specialist shall accrue sick leave at a rate of 8.5 hours per month.
2. A day-shift employee's accumulated sick leave will be capped at of 2,080 hours.

E. Sick Leave Incentive

1. The Wildfire Mitigation Specialist shall receive the equivalent of 8.5 hours of pay for each quarter of the year in which Sick Leave is not used.
2. FMLA leave shall not be considered as Sick Leave.
3. The 8.5 hours of pay shall be contributed into the Wildfire Mitigation Specialist's deferred compensation account (457 plan).

F. Office Holidays

Paid holidays for day staff members are: New Years' Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving, Friday following Thanksgiving, and Christmas; and a 4-hour (p.m.) holiday on weekday Christmas Eve Day.

G. Vacation

1. After one (1) year of service, the Wildfire Mitigation Specialist shall receive 102 hours of vacation leave.
2. Vacation leave must be used in 4 hour or greater increments.
3. If the Wildfire Mitigation Specialist has a vacation hour balance of less than four (4) hours, he may use the accrued hours in any increment up to the maximum of his accrued vacation hours.

ARTICLE VI – DRIVER LICENSE REQUIREMENTS

The Wildfire Mitigation Specialist is required to possess and maintain a valid California Driver License, Class C

ARTICLE VII- EXISTING DISTRICT PERSONNEL RULES, POLICES AND PROCEDURES

Unless changed by the express terms of this Agreement, all terms and conditions of employment established by written District personnel rules, policies and procedures in effect at the time of adoption of this Agreement shall remain in full force and effect unless and until changed in accordance with State law.

ARTICLE VIII – ADDITIONAL PROVISIONS

A. Severability.

It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be declared or determined by a final and binding arbitrator or by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

B. Modification, Amendment, Waiver.

No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by the Wildfire Mitigation Specialist and the District. The failure of the Wildfire Mitigation Specialist or the District to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

C. Governing Law.

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

D. Counterparts.

This Agreement may be executed by the parties in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this Agreement received by facsimile or electronic transmission (i.e., a PDF version) shall be legally binding and that each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.

I hereby accept all terms and conditions of the above Employment Agreement.



Wildfire Mitigation Specialist Nicholas Barlupe

9-15-21

Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

9-15-21

Date

RESOLUTION NO. 2021-12

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT DETERMINING
THE 2021/22 APPROPRIATIONS LIMIT**

RESOLVED by the Board of Directors of the Novato Fire Protection District, Marin County, California, that the Board, on the basis of appropriations limit calculation which has been on file and available in the office of the Fire Chief, has calculated the maximum limit applicable to the appropriation of tax proceeds for the fiscal year 2021/22 to be the sum of Sixty Nine Million Eight Hundred Ninety Eight Thousand Five Hundred Sixty Three Dollars (\$69,898,563), and the basis of said calculations are available and on file in the office of the Fire Chief of said District, and that this resolution shall be posted by the Fire Chief at 95 Rowland Way, Novato, California.

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 1st day of September 2021, by the following vote:

AYES: *Davis, Francesco, Eoinos, Silverman*

NAYS: *None*

ABSENT: *None*



President, Board of Directors

Attest:



Clerk of the Board

RESOLUTION NO. 2021-13

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-08-21, DATED JUNE 11, 2021, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF NOVATO FIRE PROTECTION DISTRICT FOR THE PERIOD OCTOBER 6, 2021 – NOVEMBER 5, 2021 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the NOVATO FIRE PROTECTION DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of NOVATO FIRE PROTECTION DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically surge of Covid-19 cases related to the Delta Variant and certain provisions of COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing vaccination programs, and the termination of certain provisions of COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

WHEREAS, On April 1, 2020, the Board of Directors ratified a Declaration of a State of Emergency declared by Fire Chief Bill Tyler, effective March 16, 2020, and this declaration remains in effect; and

WHEREAS, AB 361 allows for the continuation of teleconferenced meetings to ensure social distancing, which will avoid the potential spread of the Delta Variant among the unvaccinated and the vaccinated; and

WHEREAS, the Board of Directors does hereby find that Covid-19 infections are currently at 11.8 cases per 100,000, social distancing continues to be recommended by the Centers for Disease Control and Marin County Public Health Officers, and the high level of transmissibility of the Delta Variant has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of NOVATO FIRE PROTECTION DISTRICT shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to use a Zoom platform, which does not require registrations, provides a non-internet telephone only option, and has proven over the past 16 months to adequately allow for public participation and comment, to provide free access to the Board of Director meetings,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NOVATO FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that it has reconsidered the state of emergency, and finds that a local emergency now exists throughout the District, and Marin County Health officers continue to recommend social distancing and avoidance of in person meetings,

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The Fire Chief and legislative bodies of NOVATO FIRE PROTECTION DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately

upon its adoption and shall be effective until the earlier of (i) November 5, 2021, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of NOVATO FIRE PROTECTION DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of NOVATO FIRE PROTECTION DISTRICT, this 6th day of October, 2021, by the following vote:

AYES: *Davis Francisco, Gomes, Silverman*
NOES: *none*
ABSENT: *none*
ABSTAIN: *none*



President Lj Silverman

Attest:



Clerk of the Board, Jeanne Villa

RESOLUTION NO. 2021-14

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
DESIGNATING OCTOBER 2021 AS
NATIONAL BREAST CANCER AWARENESS MONTH**

WHEREAS, the governing body of The Novato Fire Protection District expresses their support in designating October 2021 as National Breast Cancer Awareness Month; and

WHEREAS, National Breast Cancer Awareness Month remains dedicated to increasing public awareness about the importance of early detection, diagnosis, and treatment of breast cancer; and

WHEREAS, many great strides have been made in breast cancer awareness and treatment, there remains much to be accomplished; and

WHEREAS, cancer is one of the deadliest diseases, we need to come together to fight and more of us need to step up and lead the way.

WHEREAS, Marin County has one of the highest incidence rates for breast cancer in California; and

WHEREAS, Members of the Novato Fire District have been diagnosed with breast cancer; and

WHEREAS, taking advantage of early detection methods such as mammography and clinical exams could help the breast cancer death rate decline; and

WHEREAS, the National Cancer Institute estimates in the United States in 2021, 281,550 new cases of invasive breast cancer will be diagnosed in women in the U.S., as well as 49,290 new cases of non-invasive (in situ) breast cancer; and

WHEREAS, in 2021, an estimated 43,600 women will die from breast cancer in the U.S.; and

WHEREAS, although rare, men get breast cancer too. In 2021, an estimated 2,650 men will be diagnosed with breast cancer this year in the U.S. and approximately 530 will die; and

WHEREAS, the American Cancer Society searches tirelessly for a cure through vital research, and has the mammoth task of educating our community and all Americans about the risks of breast cancer and the National Breast Cancer Foundation mission is to save lives by increasing awareness of breast cancer through education, providing diagnostic services for those in need, and providing nurturing and support; and

WHEREAS, firefighters normally wear blue 365 days a year but for a designated week in October, we can wear pink giving an image of hope and encouragement to those who fear being alone during their battle for life. Therefore, firefighters and staff will don pink showing women that we stand in support during treatment and in finding a cure;

NOW THEREFORE BE IT RESOLVED that the governing body of The Novato Fire Protection District

1. Designates October 2021 as National Breast Cancer Awareness Month; and
2. Encourages all people of the United States to become more informed and aware of breast cancer.

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 6th day of October 2021 by the following vote:

Ayes: *Davis, Francisco, Goines, Silverman*

Noes: *None*

Absent: *None*



Lj Silverman, President, Board of Directors

Attest: 

Jeanne Villa, Clerk of the Board

RESOLUTION NO. 2021-15

**A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE
PROTECTION DISTRICT AND WILDFIRE MITIGATION SPECIALIST KAITLYN HENRY.**

WHEREAS, Wildfire Mitigation Specialist Kaitlyn Henry is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, Wildfire Mitigation Specialist Kaitlyn Henry provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Wildfire Mitigation Specialist Kaitlyn Henry, as described in the Employment Agreement attached hereto as Exhibit A, are necessary to maintain a competitive salary and benefits plan and effectively retain District employees.

NOW, THEREFORE, BE IT PROCLAIMED that the President of the Board of Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A, and to bind the District by his signature to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 6th day of October, 2021, by the following vote:

Ayes: *Davis, Francisco, Gomes, Silverman*
Noes: *none*
Absent: *none*



President Lj Silverman, Board Of Directors

Attest:


Board Clerk, Jeanne Villa



Employment Agreement

Between

Novato Fire Protection District

And

Wildfire Mitigation Specialist Kaitlyn Henry

TABLE OF CONTENTS:

Article I: Full Understanding and Agreement

Article II: At-Will Employment

Article III: Salary

Article IV: Benefits Article

Article V: Leaves Article

Article VI: Driver's License Requirements

Article VII: Existing District Personnel Rules, Policies and Procedures

Article VIII: Additional Provisions

Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and Wildfire Mitigation Specialist Kaitlyn Henry. This employment agreement will be in effect October 16, 2021 through October 15, 2023. If either party chooses to terminate employment, the employment agreement will be discontinued.

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

This Agreement will serve to memorialize the understanding of the parties regarding the Wildfire Mitigation Specialist’s terms and conditions of employment with the District. No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by both parties.

ARTICLE II – AT WILL EMPLOYMENT

The Wildfire Mitigation Specialist’s employment with the District shall be for a maximum limited term of two (2) years. It is understood and agreed that the Wildfire Mitigation Specialist serves as an at-will employee, meaning his employment with the District may be terminated by him or the District at any time with or without cause, and cause is not required. No one other than the District’s Board of Directors has the authority to alter this at-will employment arrangement, to enter into an agreement or to make any agreement contrary to this at-will arrangement. Furthermore, any such agreement must be in writing and must be signed by the Fire Chief and approved by the Board of Directors.

ARTICLE III – SALARY

The Wildfire Mitigation Specialist’s salary shall be as follows, effective October 16, 2021.

Position	Hourly Base Salary
Wildfire Mitigation Specialist Effective 10/1/2021	\$41.50/hour

ARTICLE IV - BENEFITS

The Wildfire Mitigation Specialist is eligible for the following benefits:

A. Deferred Compensation (457 Plan) Contributions

The District will contribute up to \$100.00 per month dollar for dollar match toward the Wildfire Mitigation Specialist’s deferred compensation (457) plan, provided the Wildfire Mitigation Specialist contributes at least \$100.00 per month to his deferred compensation plan.

B. Overtime Pay

The Wildfire Mitigation Specialist 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 in the Overtime Policy #1009.

C. Physical Fitness

The Wildfire Mitigation Specialist may use Physical Fitness time per the District physical fitness policy.

D. Health Insurance - Medical

The District requires all employees to have a medical insurance plan. Employees choosing to waive District sponsored medical coverage shall submit a Waiver of Medical Insurance Coverage form.

The Wildfire Mitigation Specialist is eligible for the following medical plan contribution schedule.

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 fulltime 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 + Family.

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

E. Dental Insurance

The District shall pay 100% of the premium for dental coverage for the Wildfire Mitigation

Specialist and his dependents.

F. Vision Insurance

The District shall pay 100% of the premium for vision coverage for the Wildfire Mitigation Specialist and his dependents.

G. Social Security

1. The District shall contribute to Social Security, per applicable Federal law

H. Life Insurance, All Tiers

The District will contribute twelve dollars (\$12.00) per month toward life insurance plan(s) and will deduct the remaining required premium from the Wildfire Mitigation Specialist's paycheck. The Wildfire Mitigation Specialist will be responsible for the full premium amount of additional voluntary life insurance coverage through the District plan.

I. Disability - AFLAC Insurance, All Tiers

The District will contribute \$150.00 per month to the base salary for disability insurance for the Wildfire Mitigation Specialist.

J. Employee Assistance Program (EAP)

The Wildfire Mitigation Specialist may participate in any Employee Assistance Program offered to District employees. The current EAP program through the Managed Health Network (MHN) offers employees and their dependents 10 counseling sessions per incident, per year along with on-line services.

ARTICLE V - LEAVES

This section includes descriptions for the different type of leave programs available to the Wildfire Mitigation Specialist.

A. Bereavement Leave

This leave is available to the Wildfire Mitigation Specialist for the purpose of attending to family needs that arise in connection with the death of a member of the Wildfire Mitigation Specialist's immediate family. "Family" for bereavement leave includes: Spouse, domestic partners (as defined by the State of California), mother, father, child, step-child, grandmother, grandfather, sister, brother, brother-in-law, sister-in-law, spouse's parents and spouse's grandmother and grandfather.

B. FMLA Leave

FMLA leave is available for employee use under the following circumstances, as defined by 29 USC § 2612, Government Code § 12945.1 and Government Code § 12945.2:

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child, parent, or legally registered domestic partner) with a serious health condition.

- When an employee is unable to work because of his/her own serious health condition.
- To care for a spouse, son, daughter, parent or next of kin service member of the United States Armed Forces, who has a serious injury or illness incurred in the line of duty.

C. Floating Holidays

1. The Wildfire Mitigation Specialist shall receive 16 hours of Floating Holiday time annually.
2. Floating Holiday leave must be used in 4 hour or greater increments.
3. If the Wildfire Mitigation Specialist has a floating holiday hour balance of less than four (4) hours, she may use the accrued hours in any increment up to the maximum of her accrued vacation hours.

D. General Sick Leave

1. The Wildfire Mitigation Specialist shall accrue sick leave at a rate of 8.5 hours per month.
2. A day-shift employee's accumulated sick leave will be capped at of 2,080 hours.

E. Sick Leave Incentive

1. The Wildfire Mitigation Specialist shall receive the equivalent of 8.5 hours of pay for each quarter of the year in which Sick Leave is not used.
2. FMLA leave shall not be considered as Sick Leave.
3. The 8.5 hours of pay shall be contributed into the Wildfire Mitigation Specialist's deferred compensation account (457 plan).

F. Office Holidays

Paid holidays for day staff members are: New Years' Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving, Friday following Thanksgiving, and Christmas; and a 4-hour (p.m.) holiday on weekday Christmas Eve Day.

G. Vacation

1. After one (1) year of service, the Wildfire Mitigation Specialist shall receive 102 hours of vacation leave.
2. Vacation leave must be used in 4 hour or greater increments.
3. If the Wildfire Mitigation Specialist has a vacation hour balance of less than four (4) hours, he may use the accrued hours in any increment up to the maximum of his accrued vacation hours.

ARTICLE VI – DRIVER LICENSE REQUIREMENTS

The Wildfire Mitigation Specialist is required to possess and maintain a valid California Driver License, Class C

ARTICLE VII- EXISTING DISTRICT PERSONNEL RULES, POLICES AND PROCEDURES

Unless changed by the express terms of this Agreement, all terms and conditions of employment established by written District personnel rules, policies and procedures in effect at the time of adoption of this Agreement shall remain in full force and effect unless and until changed in accordance with State law.

ARTICLE VIII – ADDITIONAL PROVISIONS

A. Severability.

It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be declared or determined by a final and binding arbitrator or by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

B. Modification, Amendment, Waiver.

No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by the Wildfire Mitigation Specialist and the District. The failure of the Wildfire Mitigation Specialist or the District to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

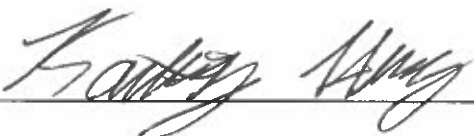
C. Governing Law.

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

D. Counterparts.

This Agreement may be executed by the parties in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this Agreement received by facsimile or electronic transmission (i.e., a PDF version) shall be legally binding and that each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.

I hereby accept all terms and conditions of the above Employment Agreement.



Wildfire Mitigation Specialist Kaitlyn Henry

10/18/21

Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

10/7/2021

Date

RESOLUTION NO. 2021-16

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NOVATO FIRE PROTECTION DISTRICT
INTENT TO PARTICIPATE IN
THE GREAT CALIFORNIA SHAKEOUT
AND WORK TOWARD BECOMING A SAFER COMMUNITY**

WHEREAS, the Novato Fire District recognizes that no community is immune from natural hazards whether it be earthquake, wildfire, flood, winter storms, drought, heat wave, or dam failure, and recognizes the importance enhancing its ability to withstand natural hazards as well as the importance of reducing the human suffering, property damage, interruption of public services and economic losses caused by those hazards; and

WHEREAS, major earthquakes pose a particular, significant, and ongoing threat to the entire Novato region; and

WHEREAS, the Novato Fire District has a shared responsibility to promote earthquake preparedness internally as well as with the public and plan appropriately for earthquake-related disasters; and

WHEREAS, the protection of Novato Fire District employees will allow them to facilitate the continuity of government and assist the public following a major earthquake event; and

WHEREAS, community resiliency to earthquakes and other disasters depends on the preparedness levels of all stakeholders in the community - individuals, families, schools, community organizations, faith-based organizations, non-profits, businesses, and government; and

WHEREAS, by participating in The Great California ShakeOut on October 21, 2021 the Novato Fire District has the opportunity to join and support all Californians in strengthening community and regional resiliency; and

WHEREAS, the Novato Fire District will conduct an earthquake drill, District building evacuations, and field exercises including a Windshield Survey and work in unified command with Novato Police Department, and

WHEREAS, by supporting The Great California ShakeOut, the Novato Fire District can utilize the information on www.ShakeOut.org/california to educate its residents regarding actions to protect life and property, including mitigating structural and non-structural hazards and participating in earthquake drills; and

WHEREAS, by registering at <http://www.shakeout.org/california> Novato Fire District employees can participate in the ShakeOut "Drop, Cover and Hold On" earthquake drill on October 21 at 10:00 a.m., and encourage the public, schools, businesses, and other community stakeholders to also register.

NOW, THEREFORE BE IT RESOLVED THAT:

The Novato Fire District hereby approves participating in the Great California Shakeout hereto by taking time to recognize and acknowledge the importance of preparing our city for the purpose of building a safer community and reducing the loss of lives and property from a major earthquake event by taking proactive steps today.

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 6th day of October 2021 by the following vote:

AYES: Dauts, Francesco, Groves, Silverman

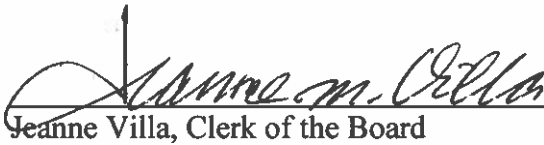
NOES: None

ABSENT: None



Louis Silverman, President, Board of Directors

Attest:



Jeanne Villa, Clerk of the Board

RESOLUTION NO. 2021-17

**RESOLUTION PROCLAIMING
NOVATO FIRE PROTECTION DISTRICT
PARTICIPATION IN FIRE PREVENTION WEEK,
OCTOBER 3-9, 2021**

WHEREAS, the Novato Fire Protection District is committed to ensuring the safety and security of all those living in and visiting the City of Novato and all its unincorporated areas; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,770 people in the United States in 2019, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 339,500 home fires; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Novato's residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond; and

WHEREAS, Novato's residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Novato's residents will make sure their smoke and CO alarms meet the needs of all their family members, including those with sensory or physical disabilities;
and

WHEREAS, Novato's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Novato's residents are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2021 Fire Prevention Week theme, "Learn the Sounds of Fire Safety," effectively serves to remind us it is important to learn the different sounds of smoke and carbon monoxide alarms

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Directors of the Novato Fire Protection District hereby proclaim October 3-9, 2020, as Fire Prevention Week throughout this community. The Board of Directors urges all the people of Novato to:

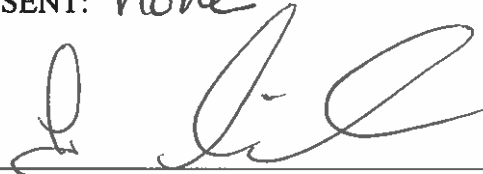
- Understand the sounds of the smoke and carbon monoxide alarms and know how to respond.
- A single “chirp” every 30 or 60 seconds means the battery is low and must be changed.
- All smoke alarms must be replaced after 10 years.
- Chirping that continues after the battery has been replaced means the alarm is at the end of its life and the unit must be replaced.

This resolution was PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 6th day of October 2021, by the following vote:

AYES: *Davis, Francisca Ganes, Silverman*

NAYS: *none*

ABSENT: *none*



Louis Silverman, President, Board of Directors

Attest:



Jeanne Villa Clerk of the Board

RESOLUTION NO. 2021-18

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT
COMMENDING PACHECO VALLE FIREWISE FOR THEIR FIVE-YEAR ANNIVERSARY AS A
USA DESIGNATED FIREWISE COMMUNITY**

WHEREAS, the National Fire Protection Association (NFPA) Firewise Communities Program empowers residents with a wildfire risk to work collaboratively with neighbors to take important proactive steps to protect their homes against the threat of wildfire and encourages local solutions for wildfire safety by involving homeowners, community leaders, planners, developers, fire personnel and others in the effort to protect people and property from wildfire risks; and

WHEREAS, to save lives and property from wildfire, NFPA's Firewise Communities program teaches people how to adapt to living with wildfire and encourages neighbors to work together and take action now to prevent losses; and

WHEREAS, Pacheco Valle is located in southern Novato and all of the 595 residences can be accessed by Alameda del Prado. The community is bound by the rolling oak studded hills, south by Marinwood Open Space Preserve, Ignacio Valley Preserve to our west, and Loma Verde Preserve to our north, and Hwy 101 to our east; and

WHEREAS, in 2016 the residents of the Pacheco Valle Community exhibited a can-do attitude, community spirit and leadership by becoming the first of the Novato Fire District to become accepted into the designated Firewise Community/USA Recognition Program; and

WHEREAS, Pacheco Valle has completed 6 community outreach events, numerous chipper days, approximately 60 monthly meetings, two evacuation drills (one virtual), two community wildfire assessments, created and implemented an action plan, hardened many homes, removed fire prone vegetation and supported a shaded fuel break surrounding the community; and

WHEREAS, by taking a collaborative approach to this process, Pacheco Valle has become an example for all other Novato communities who are working towards being recognized as Firewise Community also;

NOW THEREFORE, be it resolved by the Board of Directors of the Novato Fire Protection District, the District congratulates Pacheco Valle on their five-year anniversary as a Firewise Community/USA Recognized site.

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 6th day of October, 2021, by the following vote:


AYES: *Davis, Francisco, Goines, Silverman*

NOES: *None*

ABSENT: *None*



Board President Lj Silverman

Attest: 
Clerk of the Board, Jeanne M Villa

RESOLUTION NO. 2021-19

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-08-21, DATED JUNE 11, 2021, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF NOVATO FIRE PROTECTION DISTRICT FOR THE PERIOD NOVEMBER 3, 2021 – DECEMBER 2, 2021 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the NOVATO FIRE PROTECTION DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of NOVATO FIRE PROTECTION DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, The Board of Directors previously adopted a Resolution, 2021-13, on October 6, 2021, finding that the requisite conditions exist for the legislative bodies of the NOVATO FIRE PROTECTION DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision b of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically the continuation of Covid-19 cases related to the Delta Variant and certain provisions of COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing vaccination

programs, and the termination of certain provisions of COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

WHEREAS, AB 361 allows for the continuation of teleconferenced meetings to ensure social distancing, which will avoid the potential spread of the Delta Variant among the unvaccinated and the vaccinated; and

WHEREAS, the Board of Directors does hereby find that Covid-19 infections in Marin County are currently at 6.2 cases per 100,000 among vaccinated individuals and 16.0 among unvaccinated individuals, social distancing continues to be recommended by the Centers for Disease Control and Marin County Public Health Officers, and the high level of transmissibility of the Delta Variant has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and

WHEREAS, as a consequence of the persistence of the local emergency, the Board of Directors does hereby find that the legislative bodies of NOVATO FIRE PROTECTION DISTRICT shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to use a Zoom platform, which does not require registrations, provides a non-internet telephone only option, and has proven over the past 17 months to adequately allow for public participation and comment, to provide free access to the

DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that it has reconsidered the state of emergency, and finds that a local emergency now exists throughout the District, and Marin County Health officers continue to recommend social distancing and avoidance of in person meetings,

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The Fire Chief and legislative bodies of NOVATO FIRE PROTECTION DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 2, 2021, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of NOVATO FIRE PROTECTION DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of NOVATO FIRE PROTECTION DISTRICT, this 6th day of November 3, 2021, by the following vote:

AYES: *Davis, Gomes, Silverman*

NOES: *none*

ABSENT: *Francisco*

ABSTAIN: *none*



President Lj Silverman

Attest:



Clerk of the Board, Jeanne Villa

11. $\frac{1}{x^2} = x^{-2}$
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12. $\frac{d}{dx} \frac{1}{x^3} = \frac{d}{dx} x^{-3} = -3x^{-4} = -\frac{3}{x^4}$



RESOLUTION NO. 2021-20

**A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE
PROTECTION DISTRICT AND WILDFIRE MITIGATION SPECIALIST KYLE NICHOLAS.**

WHEREAS, Wildfire Mitigation Specialist Kyle Nicholes is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, Wildfire Mitigation Specialist Kyle Nicholes provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Wildfire Mitigation Specialist Kyle Nicholes, as described in the Employment Agreement attached hereto as Exhibit A, are necessary to maintain a competitive salary and benefits plan and effectively retain District employees.

NOW, THEREFORE, BE IT PROCLAIMED that the President of the Board of Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A, and to bind the District by his signature to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 3rd day of November, 2021, by the following vote:

Ayes: *Davis, Goines, Hadfield, Silverman*
Noes: *None*
Absent: *Francisco*



President Lj Silverman, Board Of Directors

Attest:



Board Clerk, Jeanne Villa



Employment Agreement

Between

Novato Fire Protection District

And

Wildfire Mitigation Specialist Kyle Nicholes

TABLE OF CONTENTS:

Article I: Full Understanding and Agreement

Article II: At-Will Employment

Article III: Salary

Article IV: Benefits Article

Article V: Leaves Article

Article VI: Driver's License Requirements

Article VII: Existing District Personnel Rules, Policies and Procedures

Article VIII: Additional Provisions

Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and Wildfire Mitigation Specialist Kyle Nicholes. This employment agreement will be in effect November 16, 2021 through November 15, 2023. If either party chooses to terminate employment, the employment agreement will be discontinued.

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

This Agreement will serve to memorialize the understanding of the parties regarding the Wildfire Mitigation Specialist’s terms and conditions of employment with the District. No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by both parties.

ARTICLE II – AT WILL EMPLOYMENT

The Wildfire Mitigation Specialist’s employment with the District shall be for a maximum limited term of two (2) years. It is understood and agreed that the Wildfire Mitigation Specialist serves as an at-will employee, meaning his employment with the District may be terminated by him or the District at any time with or without cause, and cause is not required. No one other than the District’s Board of Directors has the authority to alter this at-will employment arrangement, to enter into an agreement or to make any agreement contrary to this at-will arrangement. Furthermore, any such agreement must be in writing and must be signed by the Fire Chief and approved by the Board of Directors.

ARTICLE III – SALARY

The Wildfire Mitigation Specialist’s salary shall be as follows, effective November 16, 2021.

Position	Hourly Base Salary
Wildfire Mitigation Specialist Effective 11/16/2021	\$41.50/hour

ARTICLE IV - BENEFITS

The Wildfire Mitigation Specialist is eligible for the following benefits:

A. Deferred Compensation (457 Plan) Contributions

The District will contribute up to \$100.00 per month dollar for dollar match toward the Wildfire Mitigation Specialist’s deferred compensation (457) plan, provided the Wildfire Mitigation Specialist contributes at least \$100.00 per month to his deferred compensation plan.

B. Overtime Pay

The Wildfire Mitigation Specialist 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 in the Overtime Policy #1009.

C. Physical Fitness

The Wildfire Mitigation Specialist may use Physical Fitness time per the District physical fitness policy.

D. Health Insurance - Medical

The District requires all employees to have a medical insurance plan. Employees choosing to waive District sponsored medical coverage shall submit a Waiver of Medical Insurance Coverage form.

The Wildfire Mitigation Specialist is eligible for the following medical plan contribution schedule.

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 fulltime 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 + Family.

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

E. Dental Insurance

The District shall pay 100% of the premium for dental coverage for the Wildfire Mitigation

Specialist and his dependents.

F. Vision Insurance

The District shall pay 100% of the premium for vision coverage for the Wildfire Mitigation Specialist and his dependents.

G. Social Security

1. The District shall contribute to Social Security, per applicable Federal law

H. Life Insurance, All Tiers

The District will contribute twelve dollars (\$12.00) per month toward life insurance plan(s) and will deduct the remaining required premium from the Wildfire Mitigation Specialist's paycheck. The Wildfire Mitigation Specialist will be responsible for the full premium amount of additional voluntary life insurance coverage through the District plan.

I. Disability - AFLAC Insurance, All Tiers

The District will contribute \$150.00 per month to the base salary for disability insurance for the Wildfire Mitigation Specialist.

J. Employee Assistance Program (EAP)

The Wildfire Mitigation Specialist may participate in any Employee Assistance Program offered to District employees. The current EAP program through the Managed Health Network (MHN) offers employees and their dependents 10 counseling sessions per incident, per year along with on-line services.

ARTICLE V - LEAVES

This section includes descriptions for the different type of leave programs available to the Wildfire Mitigation Specialist.

A. Bereavement Leave

This leave is available to the Wildfire Mitigation Specialist for the purpose of attending to family needs that arise in connection with the death of a member of the Wildfire Mitigation Specialist's immediate family. "Family" for bereavement leave includes: Spouse, domestic partners (as defined by the State of California), mother, father, child, step-child, grandmother, grandfather, sister, brother, brother-in-law, sister-in-law, spouse's parents and spouse's grandmother and grandfather.

B. FMLA Leave

FMLA leave is available for employee use under the following circumstances, as defined by 29 USC § 2612, Government Code § 12945.1 and Government Code § 12945.2:

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child, parent, or legally registered domestic partner) with a serious health condition.

- When an employee is unable to work because of his/her own serious health condition.
- To care for a spouse, son, daughter, parent or next of kin service member of the United States Armed Forces, who has a serious injury or illness incurred in the line of duty.

C. Floating Holidays

1. The Wildfire Mitigation Specialist shall receive 16 hours of Floating Holiday time annually.
2. Floating Holiday leave must be used in 4 hour or greater increments.
3. If the Wildfire Mitigation Specialist has a floating holiday hour balance of less than four (4) hours, she may use the accrued hours in any increment up to the maximum of her accrued vacation hours.

D. General Sick Leave

1. The Wildfire Mitigation Specialist shall accrue sick leave at a rate of 8.5 hours per month.
2. A day-shift employee's accumulated sick leave will be capped at of 2,080 hours.

E. Sick Leave Incentive

1. The Wildfire Mitigation Specialist shall receive the equivalent of 8.5 hours of pay for each quarter of the year in which Sick Leave is not used.
2. FMLA leave shall not be considered as Sick Leave.
3. The 8.5 hours of pay shall be contributed into the Wildfire Mitigation Specialist's deferred compensation account (457 plan).

F. Office Holidays

Paid holidays for day staff members are: New Years' Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving, Friday following Thanksgiving, and Christmas; and a 4-hour (p.m.) holiday on weekday Christmas Eve Day.

G. Vacation

1. After one (1) year of service, the Wildfire Mitigation Specialist shall receive 102 hours of vacation leave.
2. Vacation leave must be used in 4 hour or greater increments.
3. If the Wildfire Mitigation Specialist has a vacation hour balance of less than four (4) hours, he may use the accrued hours in any increment up to the maximum of his accrued vacation hours.

ARTICLE VI – DRIVER LICENSE REQUIREMENTS

The Wildfire Mitigation Specialist is required to possess and maintain a valid California Driver License, Class C

ARTICLE VII- EXISTING DISTRICT PERSONNEL RULES, POLICES AND PROCEDURES

Unless changed by the express terms of this Agreement, all terms and conditions of employment established by written District personnel rules, policies and procedures in effect at the time of adoption of this Agreement shall remain in full force and effect unless and until changed in accordance with State law.

ARTICLE VIII – ADDITIONAL PROVISIONS

A. Severability.

It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be declared or determined by a final and binding arbitrator or by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

B. Modification, Amendment, Waiver.

No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by the Wildfire Mitigation Specialist and the District. The failure of the Wildfire Mitigation Specialist or the District to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

C. Governing Law.

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

D. Counterparts.

This Agreement may be executed by the parties in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this Agreement received by facsimile or electronic transmission (i.e., a PDF version) shall be legally binding and that each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.

I hereby accept all terms and conditions of the above Employment Agreement.



Wildfire Mitigation Specialist Kyle Nicholes

11/13/21

Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

11/4/2021

Date

RESOLUTION NO. 2021-21

**A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE
PROTECTION DISTRICT AND VEGETATION MANAGEMENT PROGRAM MANAGER
MICHAEL SWEZY.**

WHEREAS, Vegetation Management Program Manager Michael Swezy is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, Vegetation Management Program Manager Michael Swezy provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Vegetation Management Program Manager Michael Swezy, as described in the Employment Agreement attached hereto as Exhibit A, are necessary to maintain a competitive salary and benefits plan and effectively retain District employees.

NOW, THEREFORE, BE IT PROCLAIMED that the President of the Board of Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A, and to bind the District by his signature to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 1st day of December, 2021, by the following vote:

Ayes: *Davis, Francisco, Goines, Hadfield, Silverman*
Noes: *none*
Absent: *none*



President Lj Silverman, Board Of Directors

Attest:



Board Clerk, Jeanne Villa



Employment Agreement

Between

Novato Fire Protection District

And

Vegetation Management Program Manager

Michael Swezy

Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and Vegetation Management Program Manager Michael Swezy. This employment agreement will be in effect November 16, 2021 through November 15, 2023. If either party chooses to terminate employment, the employment agreement will be discontinued.

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

This Agreement will serve to memorialize the understanding of the parties regarding the Vegetation Management Program Manager terms and conditions of employment with the District. No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by both parties.

ARTICLE II – AT WILL EMPLOYMENT

The Vegetation Management Program Manager’s employment with the District shall be for a maximum limited term of two (2) years. It is understood and agreed that the Vegetation Management Program Manager serves as an at-will employee, meaning their employment with the District may be terminated by themselves or the District at any time with or without cause, and cause is not required. No one other than the District’s Board of Directors has the authority to alter this at-will employment arrangement, to enter into an agreement or to make any agreement contrary to this at-will arrangement. Furthermore, any such agreement must be in writing and must be signed by the Fire Chief and approved by the Board of Directors.

ARTICLE III – SALARY

The Vegetation Management Program Manager’s salary shall be as follows, effective November 16, 2021

Position	Base Salary
Vegetation Management Program Manager Effective November 16, 2021	\$120,000 annually

ARTICLE IV - BENEFITS

The Vegetation Management Program Manager is eligible for the following benefits:

A. Deferred Compensation (457 Plan) Contributions

The District will contribute up to \$100.00 per month dollar for dollar match toward the Vegetation Management Program Manager’s deferred compensation (457) plan, provided the employee contributes at least \$100.00 per month to their deferred compensation plan.

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 + Family.

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

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.

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

E. Dental Insurance

The District shall pay 100% of the premium for dental coverage for the Vegetation Management Program Manager and their dependents.

F. Vision Insurance

The District shall pay 100% of the premium for vision coverage for the Vegetation Management Program Manager and their dependents.

G. Social Security

1. The District shall contribute to Social Security, per applicable Federal law

H. Life Insurance, All Tiers

The District will contribute twelve dollars (\$12.00) per month toward life insurance plan(s) and will deduct the remaining required premium from the Vegetation Management Program Manager's paycheck. The Vegetation Management Program Manager will be responsible for the full premium amount of additional voluntary life insurance coverage through the District plan.

C. Floating Holidays

1. The Vegetation Management Program Manager shall receive 16 hours of Floating Holiday time annually.
2. Floating Holiday leave must be used in 4 hour or greater increments.
3. If the Vegetation Management Program Manager has a floating holiday hour balance of less than four (4) hours, they may use the accrued hours in any increment up to the maximum of her accrued vacation hours.

D. General Sick Leave

1. The Vegetation Management Program Manager shall accrue sick leave at a rate of 8.5 hours per month.
2. A day-shift employee's accumulated sick leave will be capped at of 2,080 hours.

E. Sick Leave Incentive

1. The Vegetation Management Program Manager shall receive the equivalent of 8.5 hours of pay for each quarter of the year in which Sick Leave is not used.
2. FMLA leave shall not be considered as Sick Leave.
3. The 8.5 hours of pay shall be contributed into the Vegetation Management Program Manager deferred compensation account (457 plan).

F. Office Holidays

Paid holidays for day staff members are: New Years' Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving, Friday following Thanksgiving, and Christmas; and a 4-hour (p.m.) holiday on weekday Christmas Eve Day.

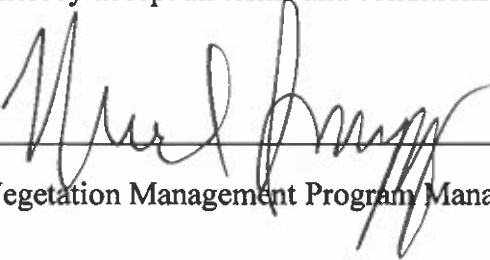
G. Vacation

1. The Vegetation Management Program Manager will receive 200 hours of vacation annually.
2. Vacation leave must be used in 4 hour or greater increments.
3. If the Vegetation Management Program Manager has a vacation hour balance of less than four (4) hours, they may use the accrued hours in any

D. Counterparts.

This Agreement may be executed by the parties in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this Agreement received by facsimile or electronic transmission (i.e., a PDF version) shall be legally binding and that each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.


I hereby accept all terms and conditions of the above Employment Agreement.



Vegetation Management Program Manager Michael Swezy

12/02/2021
Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

12/2/2021
Date

RESOLUTION NO. 2021-22

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-08-21, DATED JUNE 11, 2021, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF NOVATO FIRE PROTECTION DISTRICT FOR THE PERIOD DECEMBER 1, 2021 – DECEMBER 31, 2021 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the NOVATO FIRE PROTECTION DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of NOVATO FIRE PROTECTION DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, The Board of Directors previously adopted a Resolution, 2021-13, on October 6, 2021, finding that the requisite conditions exist for the legislative bodies of the NOVATO FIRE PROTECTION DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision b of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically the continuation of Covid-19 cases related to the Delta Variant and certain provisions of COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing vaccination

programs, and the termination of certain provisions of COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

WHEREAS, AB 361 allows for the continuation of teleconferenced meetings to ensure social distancing, which will avoid the potential spread of the Delta Variant among the unvaccinated and the vaccinated; and

WHEREAS, the Board of Directors does hereby find that Covid-19 infections in Marin County are currently at 5.6 cases per 100,000 among vaccinated individuals and 14.4 among unvaccinated individuals, social distancing continues to be recommended by the Centers for Disease Control and Marin County Public Health Officers, and the high level of transmissibility of the Delta Variant has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and

WHEREAS, as a consequence of the persistence of the local emergency, the Board of Directors does hereby find that the legislative bodies of NOVATO FIRE PROTECTION DISTRICT shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to use a Zoom platform, which does not require registrations, provides a non-internet telephone only option, and has proven over the past 18 months to adequately allow for public participation and comment, to provide free access to the Board of Director meetings,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NOVATO FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that it has reconsidered the state of emergency, and finds that a local emergency now exists throughout the District, and Marin County Health officers continue to recommend social distancing and avoidance of in person meetings,

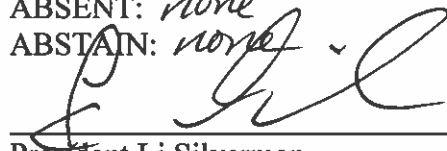
Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The Fire Chief and legislative bodies of NOVATO FIRE PROTECTION DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 31, 2021, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of NOVATO FIRE PROTECTION DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of NOVATO FIRE PROTECTION DISTRICT, this 1st day of December 2021, by the following vote:

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



President Lj Silverman

Attest:



Clerk of the Board, Jeanne Villa

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.

CURRENT YEARS OF SERVICE AS OF JULY 1, 2010	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.

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 19th (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>
Wages:				
Base Salary	\$222,265	\$228,212	\$156,205	\$159,329
Other costs:				
Pension*	\$176,591	\$195,603	\$79,946	\$81,545
Taxes (Medicare, W/C)	\$30,517	\$31,333	\$21,447	\$21,876
Total Incremental Cost:	\$429,373	\$455,148	\$257,597	\$262,749

**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	\$222,265	\$304,783	\$236,604	\$243,703
Other costs:				
Pension*	\$176,591	\$234,792	\$121,094	\$124,727
Taxes (Medicare, W/C)	\$30,517	\$41,847	\$32,486	\$33,460
Total Incremental Cost:	\$429,373	\$581,422	\$390,184	\$401,890

**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.*

RESOLUTION NO. 2021-24

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-08-21, DATED JUNE 11, 2021, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF NOVATO FIRE PROTECTION DISTRICT FOR THE PERIOD DECEMBER 21, 2021 – JANUARY 20, 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the NOVATO FIRE PROTECTION DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of NOVATO FIRE PROTECTION DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, The Board of Directors previously adopted a Resolution, 2021-13, on October 6, 2021, finding that the requisite conditions exist for the legislative bodies of the NOVATO FIRE PROTECTION DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision b of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically the continuation of Covid-19 cases related to the Delta and the Omicrom Variants and certain provisions of COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's

ongoing vaccination programs, and the termination of certain provisions of COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

WHEREAS, AB 361 allows for the continuation of teleconferenced meetings to ensure social distancing, which will avoid the potential spread of the Delta and Omicrom Variants among the unvaccinated and the vaccinated; and

WHEREAS, the Board of Directors does hereby find that Covid-19 infections in Marin County are currently at 7.7 cases per 100,000 among vaccinated individuals and 20.8 among unvaccinated individuals, social distancing continues to be recommended by the Centers for Disease Control and Marin County Public Health Officers, and the high level of transmissibility of the Delta and Omicrom Variants has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and

WHEREAS, as a consequence of the persistence of the local emergency, the Board of Directors does hereby find that the legislative bodies of NOVATO FIRE PROTECTION DISTRICT shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to use a Zoom platform, which does not require registrations, provides a non-internet telephone only option, and has proven over the past 18 months to adequately allow for public participation and comment, to provide free access to the Board of Director meetings,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NOVATO FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that it has reconsidered the state of emergency, and finds that a local emergency now exists throughout the District, and Marin County Health officers continue to recommend social distancing and avoidance of in person meetings,

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

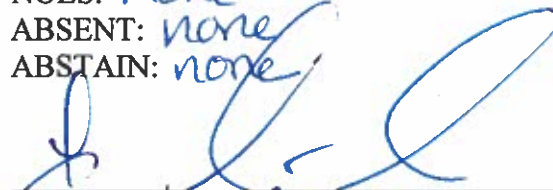
Section 4. Remote Teleconference Meetings. The Fire Chief and legislative bodies of NOVATO FIRE PROTECTION DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public

meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) January 20, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of NOVATO FIRE PROTECTION DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of NOVATO FIRE PROTECTION DISTRICT, this 21st day of December 2021, by the following vote:

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



Resident Lj Silverman

Attest:



Clerk of the Board, Jeanne Villa

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

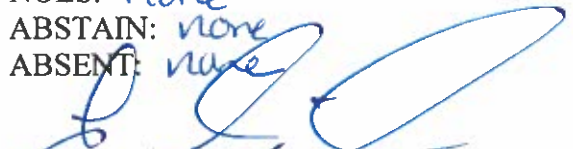
WHEREAS, the Board of Directors finds that salary and benefits for the NSAS members, as described in the Memorandum of Understanding attached hereto as **Exhibit A**, are necessary to maintain a competitive salary and benefit plan and effectively retain District employees;

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



Attest: *Jeanne Villa*
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 large, white, sans-serif font. The shield's background is light blue with a white Maltese cross. In the center of the cross is a circular seal containing a red and white Maltese cross, a white silhouette of a fire hydrant, and a white flame. Below the shield, the words "FIRE DISTRICT" are written in a large, white, sans-serif font. At the very bottom of the shield, the letters "CA" are visible in a smaller font.

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.

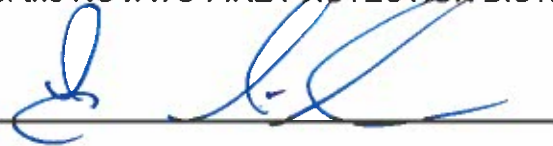
7.6 General Conditions

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.*

