

RESOLUTION NO. 2022-9

**A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE
PROTECTION DISTRICT AND HUMAN RESOURCES MANAGER GRETCHEN FELCIANO.**

WHEREAS, Human Resources Manager Gretchen Felciano is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, Human Resources Manager Gretchen Felciano provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Human Resources Manager Gretchen Felciano, 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 13th day of April, 2022, by the following vote:

Ayes: *Davis, Francisco, Gomes, 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

Human Resources Manager Gretchen Felciano

TABLE OF CONTENTS:

Article I: Full Understanding and Agreement

Article II: For Cause Employment

Article III: Termination of Agreement

Article IV: One Time Bonus

Article V: Salary

Article VI: Benefits

Article VII: Leaves

Article VIII: Retirement

Article IX: Driver License Requirements

Article X: Existing District Personnel Rules, Policies and Procedures

Article XI: Additional Provisions

Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and the Human Resources Manager (“HR Manager”). This agreement shall be in effect January 1, 2022 – June 30, 2025.

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

This Agreement will serve to memorialize the understanding of the parties regarding the HR Manager’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 HR Manager’s employment with the District shall not be for any particular term and they will be subject to all applicable District personnel rules and regulations pertaining to performance and discipline. In this regard, it is understood that the HR Manager serves as a “for cause” employee, meaning their employment with the District may be terminated by the District for reasons and in the procedural manner provided by the District’s personnel rules.

ARTICLE III – TERMINATION OF AGREEMENT

As provided above, the HR Manager 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.

ARTICLE IV – ONE TIME BONUS

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

ARTICLE V – SALARY

1. Effective January 1, 2022, the District will increase the base salary of the HR Manager will be \$164,344.84

2. Effective July 1, 2022, the District will increase the salary of the HR Manager by 2%. 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 HR Manager will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.

3. Effective July 1, 2023, the District will increase the salary of the HR Manager by 2%. 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 HR Manager will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.
4. Effective July 1, 2024, the District will increase the salary of the HR Manager by 2%. 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 HR Manager will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.

ARTICLE VI - BENEFITS

The HR Manager 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 HR Manager's deferred compensation (457) plan, provided the HR Manager contributes at least \$150.00 per month to their deferred compensation plan.

B. Overtime Pay

The HR Manager shall only be eligible for overtime pay at one and a half time actual hours worked in the event of an Emergency Operations Center (EOC) activation, during which time the HR Manager is required to staff the EOC. This time may be taken as overtime or Compensatory Time (CTO), both are non-pensionable pay items.

C. Compensatory Time (CTO) Pay

1. The District will provide a one-time contribution of 40 hours of CTO into the HR Managers CTO bank for hours not received in 2021, due to the employment agreement expiring on June 30, 2020.

2. Forty (40) hours of Compensatory Time (CTO) will be given to the HR Manager on January 1, 2023, January 1, 2024, and January 1, 2025.
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.
4. Compensatory Time (CTO) is non-pensionable.
5. CTO Off time may be used in minimum increments of 1 hour.

D. Physical Fitness

The HR Manager may use Physical Fitness time per the District's physical fitness policy.

E. 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.

30 Day Wait Period for Enrollment in Health Plans

Employees hired on or after June 1, 2011 shall have a 30 day waiting period before they are enrolled in District medical, dental, or vision plans in accordance with CalPERS medical insurance requirements.

1. Medical Insurance Tier 1: 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 HR Manager and their dependents with access to medical insurance benefits. The HR Manager 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 HR Manager is responsible for paying the difference between the cost of their 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.

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.

When the retiree or dependent turns 65, and is transferred to Medicare as their primary health coverage, the District shall not be responsible for the employee's or dependent's Medicare premium. The District will contribute to the retiree and dependent's Medicare Supplement Plan through CalPERS to the extent allowed by this agreement.

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 Supplemental Benefit Allowance provided to an employee is determined based on an employee's participation level, as described more fully below. 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.

- a. Retiree Medical Insurance Tier 1 – Employees Hired on or prior to June 30, 2009 and Retired on or after April 1, 2015 (Existing Employees Who Retire on or after April 1, 2015)

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 date 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 1, 2015	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 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 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, 2016, 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).

F. Dental Insurance, All Tiers

The District shall pay 100% of the premium for dental coverage for the HR Manager and their 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.

G. Vision Insurance, All Tiers

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

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

H. Marin County Employee's Retirement Association

1. The HR Manager shall be responsible for 100% of their retirement contribution to the Marin County Employee's Retirement Association (MCERA).

I. 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 HR Manager's paycheck. The HR Manager will be responsible for the full premium amount of additional voluntary life insurance coverage through the District plan.

J. Disability - AFLAC Insurance, All Tiers

The District will contribute \$150.00 per month to the base salary for disability insurance for the HR Manager.

K. Employee Assistance Program (EAP)

The HR Manager 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.

L. Educational Incentive contributions to 457 Plan

1. The HR Manager may earn a maximum of 3% of their base salary from educational incentives for one of the items listed below.
 - a. Bachelor's Degree – 2%
 - b. Master's Degree – 3%
2. Education incentive payments may not be used as a form of retirement subvention.
3. The Educational Incentive amount shall be deposited into the HR Manager's deferred compensation plan.
4. The HR Manager must have an active District sponsored 457 plan account to be eligible to receive the Educational Incentive pay.
5. The Educational Incentive amount earned shall not be pensionable.

M. 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.

N. Notice Incentive Program

Effective the date of the adoption of this agreement, the Novato Fire Protection District (District) and Human Resources Manager (HR Manager) agree:

In order to preserve valuable institutional knowledge and provide sufficient time for knowledge transfer, the NFPD will offer an incentive of \$1,000 to the HR Manager if they provide three (3) months' notice of pending resignation/retirement, of \$2,000 for six (6) months' notice, payable at the time of separation from employment with the NFPD.

The HR Manager is eligible for this incentive if:

- They have been employed full-time for five (5) or more years with the NFPD
- They have provided written, irrevocable notice of their resignation/retirement, including effective date; and
- They agree that during their final month of District employment, they will remain in a regular working state through their stated date of separation from employment, and take no more than five (5) days of pre-approved accrued time off, which shall not be taken in the final two weeks of employment.

ARTICLE VII - LEAVES

This section includes descriptions for the different type of leave programs available to the HR Manager.

A. Bereavement Leave (See policy 1050)

This leave is available to the HR Manager for the purpose of attending to family needs that arise in connection with the death of a member of the HR Manager'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 (See policy 1050)

This leave is available to the HR Manager. 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 HR Manager from returning to work for an extended period of time, during which HR Manger will exhaust all of their accumulated leave balances. In order to request catastrophic leave the HR Manager must have exhausted all of their 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 HR Manager is incapacitated, their legally recognized representative may request that the account be opened.

C. FMLA Leave (See policy 1038)

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.

D. Floating Holidays

1. The HR 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 HR Manager 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 their accrued vacation hours.

E. General Sick Leave (See policy 1050)

1. The HR Manager 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 HR 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 HR Manager's deferred compensation account (457 plan).

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

1. Upon request the District will contribute the HR Manager's deferred compensation account an amount equivalent to the hours in their sick leave bank in excess of 500 hours.
2. The HR Manager must request this transfer of excess sick leave hours by the first pay period in January.

3. If the HR Manager has less than 500 hours, she may not request a transfer; in addition, no transfer of sick leave hours shall cause their sick leave bank to contain less than 500 hours.
4. The transferred sick leave shall be calculated at 50% of the HR Manager's hourly rate.

H. Office Holidays

Paid holidays for management and administrative support staff members are: New Years' Day, Martin Luther King's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday following Thanksgiving, Christmas Eve; and Christmas Day.

I. Vacation (see policy 1049)

1. The HR Manager shall receive Vacation Leave based upon their completed years of service, following the District's Vacation policy. For purposes of calculating years of service, the 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 HR Manager has a vacation hour balance of less than four (4) hours, they may use the accrued hours in any increment up to the maximum of their accrued vacation hours.
4. Vacation may not be accrued in excess of two times the HR Manager's annual accrual rate. The HR Manager will cease to accrue vacation once she has accrued twice their annual vacation accrual until such time as their accrued vacation is reduced below this limit.

J. Vacation Cash Out (see policy 1049)

The District may pay the HR Manager, at their request, up to 50% of their total accrued vacation, to a maximum of one year of vacation accrual. Cash out will only take place during the last pay period of June.

ARTICLE VIII - RETIREMENT

A. Tier 1 Retired Employees

Full time 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:

1. 2% @ age 55
2. Annual Cost of Living Adjustment not to exceed 4%
3. Highest 12 month period for determining final compensation for retirement pay.

ARTICLE IX – DRIVER LICENSE REQUIREMENTS

The HR Manager is required to possess a valid California Driver License, Class C.

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 HR Manager and the District. The

failure of the HR Manager 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.




HR Manager Gretchen Felciano

4/13/2022

Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

4/13/2022

Date