

RESOLUTION NO. 2023-02

**A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT  
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE  
PROTECTION DISTRICT AND INFORMATION TECHNOLOGY MANAGER AZAR  
MASHINTCHIAN.**

**WHEREAS**, Information Technology Manager Azar Mashintchian is a non-represented employee of the Novato Fire Protection District and;

**WHEREAS**, Information Technology Azar Mashintchian provides a valuable service to the Novato Fire Protection District; and

**WHEREAS**, the Board of Directors finds the salary and benefits for the Information Technology Manager Azar Mashintchian, 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 4th day of January, 2023, by the following vote:

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

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

Attest:

  
\_\_\_\_\_  
Board Clerk, Jennifer Crayne



Employment Agreement  
Between  
Novato Fire Protection District  
And  
Information Technology Manager  
Azar Mashintchian

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# Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT ("District") and the Information Technology Manager. This employment agreement will be in effect November 1, 2022, through June 30, 2025. 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 Information Technology 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 Information Technology Manager's employment with the District shall not be for any particular term and she will be subject to all applicable District personnel rules and regulations pertaining to performance and discipline. In this regard, it is understood that the Information Technology Manager serves as a "for cause" employee, meaning her employment with the District may be terminated by the District for reasons and in the procedural manner provided by the District personnel rules.

## ARTICLE III -TERMINATION OF AGREEMENT

As provided above, the Information Technology 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 - SALARY

The Information Technology Manager's salary shall be as follows effective November 1, 2022

Position	Monthly Base Salary
Effective 11/1/2022	\$12,250.00

- 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 Information Technology Manager will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.

- 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 Information Technology Manager will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.

## **ARTICLE V - BENEFITS**

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

### **B. Overtime Pay**

The Information Technology Manager shall be compensated at time and one-half of the actual hours worked for all overtime. Overtime must be approved in accordance with the terms set forth in the Overtime Policy.

### **C. Compensatory Time Pay**

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.
4. Compensatory Time (CTO) is non-pensionable.
5. CTO Off time may be used in minimum increments of 1 hour.

### **D. Physical Fitness**

The Information Technology Manager may use Physical Fitness time per the District 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.

The Information Technology Manager is eligible to continue on the following medical plan contribution schedule, specific to their appropriate tier based upon the hiring dates below.

#### **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 Information Technology Manager and their dependents with access to medical insurance benefits.

The Information Technology 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 Information Technology 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.

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

2. Effective November 16, 2018, 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 \$150.00 per month to the mandatory employee contribution of \$75.00 per month for a total of \$225.00 per month.

Both employee and District contributions shall be adjusted annually beginning June 30, 2022, 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").

3. 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.

**F. Dental Insurance, All Tiers**

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

1. 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 Information Technology Manager and their dependents.

1. 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**

The Information Technology 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 Information Technology Manager paycheck. The Information Technology 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 Information Technology Manager.

**K. Employee Assistance Program (EAP)**

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

**L. Continuing Education/Career Development**

As funding allows, and as approved by the Fire Chief, career development for the Information Technology Manager includes books, tuition or conference fee, and up to 80 hours of paid leave per year. The selection of the conferences and/or classes shall be selected by mutual agreement between the Information Technology Manager and Fire Chief but must be within the scope of the job requirements for the position.

**M. Educational Incentive contributions to 457 Plan**

The Information Technology Manager may earn a maximum of 3% of their base salary from educational incentives for one of the items listed below. The District recognizes that the field of Information Technology is ever changing and acknowledges the value of on-the-job experience over solely a college degree.

1. 1% Associate's Degree.
2. 2% Cisco Certified Network Associate (CCNA)
3. 3% Bachelor's Degree OR 10 years' experience in the field of information technology and an Associate's Degree.

1. Education Incentive payments may not be used as a form of retirement subvention.
2. The Educational Incentive amount shall be deposited into the Information Technology Manager's deferred compensation plan.
3. The Information Technology Manager must have an active District sponsored 457 plan account to be eligible to receive the Educational Incentive pay.
4. The Educational Incentive amount earned shall not be pensionable.

**N. 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.

**O. Notice Incentive Program**

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 Information Technology 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 Information Technology Manager is eligible for this incentive if:

- They have been employed full-time for two (2) 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 VI - LEAVES**

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

### **A. Bereavement Leave**

This leave is available to the Information Technology Manager for the purpose of attending to family needs that arise in connection with the death of a member of the Information Technology 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 grandparents.

### **B. Catastrophic Leave**

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

### **C. 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 their 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 Information Technology 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 Information Technology 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 their accrued vacation hours.

**E. General Sick Leave**

The Information Technology Manager shall accrue sick leave at a rate of 8.5 hours per month. Upon date of hire, the Information Technology Manager will have 80 hours of sick leave deposited into their sick leave bank.

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 Information Technology 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 Information Technology Manager deferred compensation account (457 plan).

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

1. Upon request the District will contribute the Information Technology Manager's deferred compensation account an amount equivalent to the hours in their sick leave bank in excess of 500 hours.
2. The Information Technology Manager must request this transfer of excess sick leave hours by the first pay period in January.
3. If the Information Technology Manager has less than 500 hours, they 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 Information Technology Manager's hourly rate.

**H. Office Holidays**

Paid holidays for management and administrative support 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, Christmas Eve and Christmas.

**I. Vacation**

1. The Information Technology Manager shall start receiving Vacation Leave accruals based upon the rate of five (5) years of service, which is 153 hours annually. Upon date of hire, the Information Technology Manager will have 153 hours of vacation deposited into their vacation bank. Future vacation will be accrued throughout the year for use the following year. 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 their 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 Information Technology 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 Information Technology Manager's annual accrual rate. The Information Technology Manager will cease to accrue vacation once they have accrued twice their annual vacation accrual until such time as their accrued vacation is reduced below this limit.

**J. Vacation Cash Out**

The District may pay the Information Technology Manager, at their request, up to 50% of their total accrued vacation. Cash out will only take place during the last pay period of June.

## **ARTICLE VII -RETIREMENT**

Full time employees shall be eligible for retirement benefits through the Marin County Public Employee's Retirement Agency (MCERA).

1. Retirement, the following verbiage will apply, based on previous MCERA membership at Marin County Sheriff's Office:

**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 VIII - DRIVER LICENSE REQUIREMENTS**

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

## **ARTICLE IX- EXISTING DISTRICT PERSONNEL RULES, POLICIES, 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 X -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 Information Technology Manager and the District. The failure of the Information Technology 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**

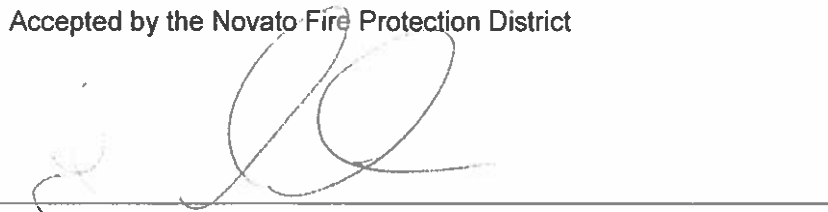
This Agreement may be executed by the parties in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this Agreement received by facsimile or electronic transmission (i.e., a PDF 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.

  
\_\_\_\_\_  
Information Technology Manager

1/19/2023  
\_\_\_\_\_  
Date

Accepted by the Novato Fire Protection District

  
\_\_\_\_\_  
Board President on behalf of the Novato Fire Protection District

1-19-2023  
\_\_\_\_\_  
Date