

RESOLUTION NO. 2023-13

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

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

WHEREAS, Deputy Fire Chief John Dicochea provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Deputy Fire Chief John Dicochea, 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.

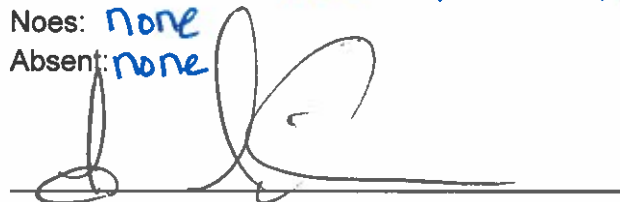
NOW, THEREFORE, BE IT PROCLAIMED that the President of the Board of Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A, and to bind the District by his signature to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 7th day of June 2023, by the following vote:

Ayes: *Davis, Francisco, Goines, Hadfield, Silverman*

Noes: *none*

Absent: *none*



President Lj Silverman, Board Of Directors

Attest:



Board Clerk, Jennifer Crayne



Employment Agreement

Between

Novato Fire Protection District

And

Deputy Fire Chief John Dicochea

May 11, 2023

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Employment Agreement

This Agreement is entered into by and between the Novato Fire Protection District (“District”) and the Deputy Fire Chief John Dicochea (“Deputy Chief”). This employment agreement will be in effect July 1, 2023 through June 30, 2025. 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

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 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 V – SALARY

The Deputy Fire Chief’s salary shall be as follows, effective July 1, 2023:

Position	Monthly Base Salary
Deputy Chief	\$17,351.64

Effective July 1, 2024, the District will increase the salary of the Deputy Chief 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 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 Deputy Chief will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.

Pay While Acting Fire Chief

The Deputy Chief may be asked to assume the role of Acting Fire Chief if the Fire Chief is deemed to be unavailable. The following outlines the exclusive structure as to how the Deputy Chief should be compensated while, or as a result or, temporarily filling these roles.

The procedure for such an assignment shall be as follows:

1. Acting Fire Chief may be put in place when the Fire Chief is anticipated to be unavailable for two weeks or more; or due to unforeseen circumstances in which the Fire Chief becomes unavailable for an unspecified period of time.
2. While serving in the role of Acting Fire Chief, the Deputy Chief shall be paid the differential between their hourly rate, and the Fire Chief's hourly rate. While on regular duty hours, to a maximum of 10 hours per work day. Hours are based on the member's regular work schedule. On scheduled days off, Deputy Chief shall be paid a minimum of one (1) hour of overtime for time spent working from home on for items requiring the attention of the Acting Fire Chief. On scheduled days off, Deputy Chief will be paid a minimum of two (2) hours if they are required to return to the District from home to handle any administrative duties as the Acting Fire Chief.
3. If the Acting Fire Chief is called into the District on emergency response for any incident, they will be paid their regular overtime rate for each hour worked. During the emergency response time, the Deputy Chief will only receive their regular overtime rate and not both the Acting Fire Chief rate and their regular overtime rate.

ARTICLE VI - 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

May 11, 2023

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.

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)

1. 100 hours of Compensatory Time (CTO) shall be deposited in the Deputy Chief's CTO account on July 1 of each year of the employment agreement.
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 1, 2010	Vesting Base
0 to 5	55%
5 to 10	60%
10 to 15	65%
15 to 20	70%
20 plus	75%

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 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.

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 Concern offers employees and their dependents 10 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 I
- 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.

P. Notice Incentive Program

Effective the date of the adoption of this agreement, the Novato Fire Protection District and Deputy Chief 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 Deputy Chief 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 Deputy Chief is eligible for this incentive if:

- They have been employed full-time for five (5) or more years with the NFPD, and have held the position of Deputy Chief for a minimum of two (2) years.
- 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 be available for up to 40 hours to allow for job shadowing/transfer of command to the incoming Deputy Chief.

ARTICLE VII - 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 VIII - 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 IX – DRIVER LICENSE REQUIREMENTS

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

ARTICLE X – 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 XI - 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 XII – 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 John Dicochea

6/7/23

Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

6/7/2023

Date