

RESOLUTION NO. 2023-06

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 FIRE CHIEF OFFICERS ASSOCIATION

WHEREAS, the Novato Fire Chief Officers Association (“Association”) is the formally recognized employee organization of the Novato Fire Chief Officers representation unit; and

WHEREAS, the Association members provide valuable all risk services to the Novato Fire Protection District (“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 District’s 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 March 2023, by the following vote:

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



Lj Silverman, President, Board of Directors

Attest: 

[Name], 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, a Maltese cross is centered, with a circular seal in its middle. The seal depicts a fire hydrant and a fire engine. 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 Fire Chief Officers Association,
IAFF Local 1775**

JANUARY 1, 2020 – JUNE 30, 2025

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MEMORANDUM OF UNDERSTANDING

between

NOVATO FIRE PROTECTION DISTRICT

and

NOVATO FIRE CHIEF OFFICERS' ASSOCIATION, IAFF LOCAL 1775

WHEREAS, THE NOVATO FIRE PROTECTION DISTRICT, hereinafter referred to as "DISTRICT" and the NOVATO FIRE CHIEF OFFICER ASSOCIATION, IAFF LOCAL 1775, hereinafter referred to as the "ASSOCIATION," have met and conferred in good faith concerning wages, hours, and working conditions;

WHEREAS, the District and the Association have reached agreement on the matters set forth in the Memorandum of Understanding ("MOU") hereto and incorporated herein in full; and

WHEREAS, in order to maintain the highest levels of emergency services, recognizing the need to meet and confer, the District will from time to time revise assignment and deployment strategies.

NOW, THEREFORE, IT IS AGREED that pursuant to Section 18 of the District's Personnel Ordinance, the matters set forth in the MOU agreement between the District and Association shall apply to all members represented by the Association of the District covered by the Personnel Ordinance.

Based on what is set forth in this MOU, the parties have entered into this agreement as reflected by the signatures of their respective authorized representatives below.

Acknowledgements

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

James Galli, Negotiator

Kyle Dague, NFCOA President

Michael Hadfield, Board of Director Negotiator

Erich Mesenburg, NFCOA Negotiator

1 GENERAL PROVISIONS

1.1 Term

The MOU term is effective from January 1, 2020 through June 30, 2025.

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 within the scope of representation as defined by Government Code section 3504.

However, the District and Association agree to develop a working group/committee to update and identify which, if any, of the existing practices should be included in the MOU. Any updates must be mutually agreed upon prior to implementation and adoption by the Board of Directors. The goal for completion will be no later than 12 months from the Full Ratification of this contract.

1.3 Introduction

The following is a comprehensive list of wages, benefits, and requirements as they relate to members of the Novato Fire Chief Officers' Association, IAFF Local 1775 ("the Association") a recognized employee organization. This agreement reflects the results of negotiations between the Association and the Novato Fire Protection District (hereinafter "District"). The Novato Fire Chief Officers are sometimes hereinafter referred to as "Chief Officers" or "members".

This document provides information on the wages, benefits, physical fitness program, leaves, and staffing for the following Chief Officer positions:

Division Chief

Operations Battalion Chief

Fire Marshal/Battalion Chief

Training Officer/Battalion Chief

Director of EMS/Battalion Chief

Director of Organizational Resources/Battalion Chief

1.4 Opener

At the time this contract has been entered into, the positions of Division Chief and Director of Organization Resources/Battalion Chief have not been filled and the parties understand that the District may not fill them during the term of this contract. If, however, the District does fill this position during the term of this contract, the parties agree that they will meet and negotiate the salary and benefits for the positions.

2 ASSOCIATION

2.1 Release Time

District and Association agree that District shall allow up to two (2) NFCOA representatives, who are official representatives of NFCOA, to be given time off without loss of compensation or other benefits when formally meeting and conferring with representative(s) of District on matter

within the scope of representation. Except by mutual agreement, the number of NFCOA representatives excused for such purposes shall not exceed two (2) at one time.

3 COMPENSATION

3.1 Introduction

Compensation for the term of this contract is listed in this section.

3.2 One Time Bonus

In recognition for the extraordinary effort and sacrifices during the COVID-19 pandemic and extreme wildfire season, District proposes an off-schedule one-time bonus in the amount of \$5,000 to be paid within sixty (60) days of Full Ratification of the tentative agreement. The off-schedule one-time bonus only applies to current B/Cs promoted before December 31, 2021.

3.3 Salary Increases

For Chief Officers, the following annual base salaries will apply:

Position	Salary
Shift Battalion Chief	\$182,264
Day Battalion Chief	\$191,377*

*Represents a 5% differential for day battalion chiefs.

Year 1:

- 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 2:

- 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%.

Effective 60 days after Full Ratification of the tentative agreement, DISTRICT will make a one-time off-schedule payment to the members of ASSOCIATION in the following manner:

- The payment will be based on the existing base salary of the Shift B/C as of January 1, 2020.

- The payment will provide two percent (2%) of salary as of January 1, 2020, and another two percent (2%) of salary as of January 1, 2021.
- These amounts will be added together and divided by the number of months from January 1, 2020, until December 31, 2021.
- The payment will be based on the member's time in number of months as a B/C, calculated to the nearest month.
- This payment will only apply to those members who are currently employed as a B/C and represented within NFCOA.

3.4 Pay While Acting Deputy Fire Chief

- a. The District may offer the role of Acting Deputy Fire Chief to Chief Officers who are deemed qualified to fill this role by the District Board of Directors ("BOD" or "Board") and as determined by the Fire Chief when the Deputy Chief is unavailable.
- b. The following outlines the exclusive structure as to how the Chief Officers should be compensated while or as a result of temporarily filling this role, notwithstanding anything to the contrary in the MOU.
- c. The procedure for such temporary assignments shall be as follows:
- d. The Fire Chief will determine those Chief Officers authorized to work as Acting Deputy Fire Chief when the current Deputy Chief is unavailable.
- e. A member serving in the role of Acting Deputy Fire Chief shall be paid the differential between the individual's hourly rate and the Deputy Chief hourly rate (refer to Deputy Fire Chief employment agreement for 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, member will be paid ½ hour of overtime for every hour of Deputy Chief coverage to a maximum of 12 hours of overtime.
- f. If the Acting Deputy Chief is called into the District on emergency response for any incident, members will be paid their regular overtime rate for each hour worked. During the emergency response time, members will only receive their regular overtime rate and not both the Acting Deputy Chief rate and their regular overtime rate.
- g. The Fire Chief will assign an authorized Chief Officer to the role of Acting Deputy Fire Chief based upon low hours in TeleStaff.
- h. Chief Officers on promotional probation are not eligible to work as Acting Deputy Fire Chief.
- i. Duties for the Acting Deputy Fire Chief include, but are not limited to:
- j. Perform all duties of the Deputy Chief as directed by the Fire Chief and/or the Board President.
- k. It is understood that circumstances may arise requiring the Acting Deputy Fire Chief to work in the District on a normally scheduled day off.
- l. Administrative and operational management of the Fire District twenty-four (24) hours a day, seven (7) days a week.

- m. Respond to emergency incidents in support of the Incident Commander and Incident Command Post.
- n. Conduct recurring OPS meetings.
- o. All other duties as described in the Deputy Fire Chief job descriptions.
- p. Attend community interaction events as directed by the Board President.

3.5 Continuing Professional Education

3.5.1 Continuing Education Leave

Continuing education leave for Chief Officers includes 40 hours per calendar year of leave time to attend academic courses for the specific purpose of obtaining a BA, BS, MA, or MS degree. The District will provide for time off and the cost of course materials only.

Continuing professional education for Chief Officers includes:

- Chief Officers will be given up to two weeks per year to attend Chief Officer classes, NWCG classes, or classes that pertain to their area of responsibility, if funds are available.
- One of the two weeks per year must be devoted to Chief Officer courses until certification is completed.
- Only Shift Battalion Chiefs will be paid up to ten hours/eight hours minimum of overtime pay for each day that they are at class and not scheduled to be on duty.
- The District will pay for books, tuition, food, mileage and lodging for all Chief Officers.

Educational Incentive Program I

The educational incentive for Chief Officers provides for an increase in retirement subvention towards the member's contribution. A member may obtain 1% for meeting a criterion in Categories 1 and 2 (maximum 1% per category).

If a member does not pay into retirement, a maximum of 2% salary increase per category will apply:

Category 1:

- Participation in an EOC command or General Staff position.
- Participation on the Marin County USAR Team
- Marin County Behavioral Health Team
- Participation on the Marin County Hazmat Team
 - Budget Administration
 - Program Administration
- Participation on the Marin County Fire Investigation Team
- Participation on North Bay Incident Management Team (NBIMT)
- MCFCA Strike Team Leader
- Active assignment to an Incident Management Team

Category 2:

- Bachelors (BA or BS) Degree
- Masters (MA or MS) Degree
- Doctoral Degree

Educational Incentive Program II

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.

This educational incentive provides for an increase in retirement subvention towards the member's contribution. A member may obtain 1% for meeting a criterion in Categories 1, 2, and 3 (maximum 1% per category).

If a member does not pay into retirement a maximum of 2% salary increase per category will apply:

Category 1:

- State Fire Marshal Officer Program:
- Chief Officer Certification
- Fire Prevention 3
- Master Instructor
- Instructor 1
- Instructor 2

Category 2:

- Fire Officer Designee (FOD)
- Chief Fire Officer Designee (CFO)
- Chief Medical Officer (CMO)

Category 3:

- A member may obtain 1% for completion of the Executive Fire Officer (EFO) series from the National Fire Academy (NFA).

3.5.3 *Emergency Response Pay*

Emergency Response Pay starts when the Chief Officer initiates their response while off duty to the incident or District and ends when they are released from the incident or District coverage.

Emergency Response Pay may be compensated only as OT pay at the employee's regular overtime rate.

Chief Officers who are certified and qualified according to California Incident Command/Certification Systems will earn emergency response pay at their normal hourly rate from the time they leave Novato District Boundaries to the time they return, with up to two (2) hours for returning apparatus to service and documentation, at time and one half hours for mutual aid responses under the California Fire Assistance Act or any other currently applicable mutual aid agreements.

3.5.4 Wildland Duty Coverage

Eliminated upon ratification of the MOU.

3.5.5 Overtime

Chief Officers will receive time and one-half for all overtime worked, effective July 1, 2005. This includes overtime for meetings and classes required by the District.

All B/Cs will have an equal opportunity to shift overtime based on the lowest hours.

Day B/Cs who are operationally qualified shall receive overtime pay for shift work at the Shift B/C hourly rate and may not take OT in CTO or CTO2.

OT requests for all Chief Officers, other than scheduled shift overtime, shall require pre-approval from the Deputy Chief or the Fire Chief via email.

Effective March 1, 2023, Overtime Rates:

- Day B/C working shift to cover Shift B/C shall receive the Shift B/C overtime rate.
- Day B/C working overtime in the course of their normal assignment shall receive Day B/C overtime rate.
- Day B/C assigned to an out-of-County assignment shall receive the Day B/C overtime rate.
- Shift B/C working any additional hours outside of their normal shifts shall receive the Shift B/C overtime rate.

3.5.6 Sick, CTO and Vacation Leave Calculations when moving between B/C Assignments

Sick, CTO, and vacation leave balances will be adjusted up or down to reflect either Day B/C accrual or Shift B/C accrual depending on the position filled or assigned so long as there is no loss to the value of leave balances already accrued.

3.5.7 CTO Conversion to Sick Leave Approvals

District and NFCOA agree that CTO may be converted to sick leave only with written approval by the Fire Chief.

4 BENEFITS

4.1 Introduction

This section includes benefits related to retirement, deferred compensation, holidays, emergency response pay, overtime, miscellaneous pay items, health and life insurance programs, CSFA dues, continuing education leave, continuing professional education, educational incentives, vehicles and sick leave incentive.

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 + Family.

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

Position	District Contribution	Amount of Coverage
Chief Officer	\$12.00 or 50% of premiums (whichever is greater)	\$60,000 AD&D \$60,000 Life

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 in accordance with the terms of this Agreement and as established by District policies and procedures. Receipt of any Supplemental Retiree Benefit Allowance shall be in addition to any employer contribution required under PEMCHA.

The amount of the Supplemental Retiree Benefit Allowance provided to a member shall be determined based the date the member is hired, promoted, and retired from the District and on the member's District medical plan participation level. Attached to this Agreement as *Attachment A* are the Supplemental Retiree Benefit Allowance Tables establishing the eligibility requirement and District obligations pertaining to the Supplemental Retiree Benefit Allowance. For District members retiring from the District, the Supplemental Retiree Benefit Allowance is considered a vested benefit for the member and his/her eligible dependents as that term is defined by State Law.

The amount the District pays towards a medical insurance plan premium will be paid in a manner 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 Provisions	Vesting Formula
<p>1.) The District will provide a SRBA based on a vesting formula. Each member will fall into a vesting category based on current years of service on July 1, 2010.</p> <p>2.) Each member shall accrue an additional .75% for each year of service. This percentage will be added to the original vesting percentage to a maximum of 80%.</p> <p>3.) The District will pay a percentage of the applicable Kaiser HMO premium towards the retirees' selected medical plan, based on the</p>	<p>Years of Service/Percentage</p> <p>0 to end of year 4 – 55%</p> <p>5 to end of year 9 – 60%</p> <p>10 – end of year 14 – 65%</p> <p>15 – end of year 19 – 70%</p> <p>20 – end of year 24 – 75%</p> <p>25 – 30 – 80%</p>

vesting percentage to a maximum of 80%.

4.) The District shall establish a retiree health savings (RHS) account for members in this category. Mandatory contributions by the District and member shall be:

Members up to age 39*: District contributes \$100/month; member \$50.00/month

Members age 40 and above*: District contributes \$125/month; member \$75.00/month

** Both member and District contributions shall be adjusted annually beginning June 30, 2011, 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).*

Members promoted on or after January 1, 2017

Supplemental Retiree Benefit Allowance Provisions

1.) Members promoted after January 1, 2017 shall carry forward existing retiree health care benefits as defined in the memorandum of understanding between the Novato Fire Protection District and the Novato Professional Firefighters Association in effect on the date of their promotion.

Dental

Retired members may purchase dental insurance through the District for themselves and their eligible dependents. The retired member pays 100% of the premium cost.

Vision

Retired members may purchase vision insurance through the District for themselves and their eligible dependents. The retired member pays 100% of the premium cost.

Most Favored Nations

The District and Association agree that any increase in by District (to the NPFA or NSAS group) after this MOU with NFCOA will be matched in an equal amount to the members of the NFCOA for the duration of the MOU in the following categories only:

1. Health care plan employer benefits contributions
2. Life insurance employer contributions
3. Salary continuance insurance employer contribution

4.1.3 Deferred Compensation

The District will contribute up to \$100.00 per month, dollar for dollar match, toward a member's deferred compensation (457) plan provided the member contributes at least

\$100.00 per month to their deferred compensation plan.

4.1.4 Retirement

The District adopted a 3% @age 50 retirement tier, effective for all safety members hired prior to January 1, 2008.

The District adopted a 3% @ age 55 retirement tier effective for all safety members hired between January 1, 2008 and December 31, 2012.

The District adopted a 2.7% @age 57 retirement tier, effective for all safety members hired on or after January 1, 2013 in accordance with the Public Employees' Pension Reform Act (PEPRA).

4.1.5 Accrued Sick Leave Towards Retirement

A member's accrued sick leave may be applied toward retirement credit.

Sick Leave 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 a combination of deferred compensation or as pay.

4.1.6 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.

4.1.7 Sick Leave Incentive

Chief Officers on a 56-hour work week will be awarded the equivalent of twelve (12) hours of pay for each quarter of the year that sick leave is not used. FMLA leave shall not count as used sick leave.

Chief Officers on a forty (40) hour work week will be awarded the equivalent of eight and one-half (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.

4.1.8 Assignment of District Vehicles

District vehicles may be permitted to be taken home under the following circumstances:

- i. The B/C will park and lock the District vehicle within their place of residence's garage or driveway.
- ii. The B/C lives within 40 air miles of the Novato Fire Administration building located at 95 Rowland Way.
- iii. The B/C must maintain a fifty percent (50%) off duty response rate, to maintain vehicle, when District calls a second alarm or when called back for District coverage; this will be evaluated on a semi-annual basis.
- iv. B/Cs will not self-dispatch to other jurisdiction's incidents.
- v. The vehicle is returned and secured on District property when the B/C is on vacation or extended leave. For the purpose of this section, vacation and extended leave will be any time off in excess of 14 calendar days.

These vehicle provisions of the MOU supersede and extinguish any and all Side Letter or agreements concerning District vehicles.

4.1.9 CSFA Dues

The District will pay 100% of CSFA dues for all active Chief Officers.

5 LEAVES

5.1 INTRODUCTION

This section includes descriptions for the different type of leave programs including administrative leave, bereavement leave, catastrophic leave, CTO, FLMA, family sick leave, flex time, general sick leave, shift trades, and vacation.

5.1.1 Bereavement Leave

Bereavement leave is granted for members to attend services in the event of a death within the immediate family of the member. Refer to Policy 1049 "Sick and Other Health Leaves" for complete guidelines on bereavement leave.

5.1.2 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 (1) year. The program will be known as the Catastrophic Leave Plan. Refer to Policy 1049 "Sick and Other Health Leaves" for complete guidelines on catastrophic leave.

5.1.3 Compensatory Time Off

Members who work overtime will be given the opportunity to convert their time worked into Compensatory Time Off (CTO). CTO shall accrue at one and one-half (1.5) hours per hour worked. Please refer to Policy "Compensatory Time Off" for complete guidelines on compensatory time off.

5.1.4 Family Medical Leave

To the extent not already provided under current leave policies and provisions, the District will provide family and medical care leave for eligible members as required by State and Federal law. Please see Policy Family and Medical Leave for complete guidelines on FMLA.

5.1.5 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.

5.1.6 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.

5.1.7 Flex Time

Flex time may be granted for day Chief Officers and must follow the Flextime Policy 1050.

5.1.8 Vacation

Vacation time must be used in accordance with Policy and is 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

5.1.9 Vacation Rollover

The District will allow members to rollover their annual vacation shifts/days to the following year and each member may bank up to twice their annual vacation accrual in this account.

The District, at the request of the member, will pay the member up to fifty percent (50%) of their total accrued vacation, up to one (1) year of their current annual accrual. Cash out will only take place during the last pay period of June.

If a member is unable to use earned vacation time due to staffing issues or a worker's

compensation injury, the unused vacation time may rollover to the next calendar year providing:

- There are no days/shifts remaining in the year for the member to take earned vacation time.
- All vacation time carried over must be used as regular vacation time, including the 13th vacation day for shift members.
- Vacation picks for shift members at the end of the year are allowed into the next calendar year to complete a block of two (2) shifts.
- Shift Chief Officers may not take overlapping vacations without prior approval of the Fire Chief.

5.1.10 Holidays

Day B/Cs will observe holidays in accordance with the administrative office staff.

There are no paid holidays for Shift BCs—holiday pay was previously rolled into base salary.

Day BCs receive a paid holiday when it falls on their regularly scheduled workdays. If a holiday falls on a scheduled day off, the Day BC may take off a flex day in lieu of the missed holiday within the same pay period.

Holidays observed by day BCs 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, Christmas; and two floating holidays for all BCs.

Affected members will not be charged with a vacation day and holiday for the same day worked.

6 TERMS AND CONDITIONS OF EMPLOYMENT

6.1 Introduction

This section includes Shift Battalion Chief Officer staffing requirements and rules for driver's license, callback, and licensure.

6.2 Staffing

B/C Staffing

- a. There are currently six (6) B/C positions filled. Three (3) Shift B/Cs: Whittet, Dague, Freedman; and three (3) Administrative B/Cs: Mesenburg Training, Dicochea Prevention, Smith EMS (Existing B/Cs).
- b. Under these B/C staffing provisions, the three (3) existing Shift B/Cs remain on shift unless or until they voluntarily move to an Administrative B/C position based on seniority (when the individual was promoted to the rank of BC), get promoted, resign, moved as a result of disciplinary action, are demoted, terminated for cause, or retire.
- c. As the existing three (3) Shift B/Cs vacate their shift positions, as described above, the Fire Chief will offer one of the existing Administrative B/Cs the vacant shift

position based on seniority (when the individual was promoted to the rank of BC) at the time of promotion. Once assigned to Shift B/C, that B/C may remain on shift under the provisions of Section 12(b) unless they voluntarily move to a vacant Administrative B/C position.

- d. The Fire Chief may solicit input from the B/Cs, as appropriate, prior to making assignments or moving an existing B/C.
- e. Any B/C who is newly promoted after March 1, 2023, will be assigned a position at the Fire Chief's sole discretion. The Fire Chief may assign and move newly promoted B/Cs to serve as either a 40-hour Administrative B/C or a Shift B/C. Initial assignments are made at the sole discretion of the Fire Chief and not subject to any appeals, including, but not limited to, the grievance procedure. The Fire Chief will not make changes in assignments of existing B/Cs for arbitrary and capricious reasons.
- f. The Fire Chief may assign programs and "other duties as assigned" to operationally qualified B/Cs. These assignments and "other duties as assigned" are made at the sole discretion of the Fire Chief.

6.3 Required Licensure and Certifications

CPR Certification & EMT

Battalion Chiefs promoted after January 1, 2017 will be required to maintain CPR/AED certification, as well as EMT certification.

6.4 Callback

6.4.1 Regular Callback

If a Battalion Chief is off and a callback is needed, overtime will be filled in the following priority:

1. All B/Cs will have an equal opportunity to shift overtime based on the lowest hours. Reference Section 3.8.2.
2. Certified Acting Battalion Chief.

Members who have less than 240 sick leave hours shall be allowed to have callback channeled into sick leave on overtime hours credited up to 240 hours.

6.4.2 Mandatory Callback

If a Shift Battalion Chief vacancy causes mandatory callback, the off-going Shift Battalion Chief will be held over. In this case, current policy may be followed to fill the positions.

If a represented member vacancy causes mandatory callback and a Captain from the on-duty shift has been bumped up to fill a Shift Battalion Chief vacancy, that Captain will be bumped back down to avoid a mandatory callback/holdover from the represented group.

If it becomes necessary to bump a Captain back down from the Shift Battalion Chief position to fill staffing needs, the following procedures should be implemented to fill the Shift Battalion Chief vacancy:

- Determine if an operationally qualified Battalion Chief is available to work.
- Determine if a qualified Day Chief Officer is available to cover all or part of the vacancy.

- Determine if the Deputy Fire Chief or Fire Chief is available to cover all or part of the vacancy.
- Callback an Acting Battalion Chief from an off-duty shift.
- Mandatory holdover the off-going Shift Battalion Chief.

If it can be determined that the mandatory callback/holdover Shift Battalion Chief has worked an excessive number of consecutive hours, it may be necessary to obtain the mandatory callback/holdover from the represented group.

If a Captain has been called back to fill a Shift Battalion Chief vacancy, that Captain will not be bumped down; therefore, the mandatory callback/holdover will come from the represented group.

6.4.3 Wildland Duty Coverage

Eliminated upon ratification of the MOU.

6.5 Physicals

Physical exams for safety members will be taken annually according to the IAFF/IAFC Fire Service Joint Labor Management Wellness-fitness Initiative Standards and administered by the District.

Physical exams will be conducted on duty, if staffing allows. Exams will include, but not be limited to, annual physicals, inoculations, infectious disease blood testing and DMV medical certifications. Overtime will be authorized if physical exam cannot be completed while on duty due to staffing restrictions.

6.6 Exercise

The District will allocate time for each safety member to exercise. Each safety member will participate in the program.

Safety shift members will be given time to exercise on each shift that they work.

Safety day members will be given one (1) hour, three (3) days a week to exercise.

Each safety member (shift and day) will participate in the annual fitness evaluation.

The Fire Chief or their designee will evaluate the cost-effectiveness of the program using, but not limited to, the following criteria to determine whether to continue the program or not:

- Monitor each individual at each test period for improvement.
- Monitor the program overall at each test period for percentage of improvement.
- Review on-the-job injuries.
- Review use of sick leave.

Other procedures regarding physical fitness are set forth in the Physical Fitness Policy.

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 twelve (12) months from the ratification of the contract.

7.2 Dispute Resolution: 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.

7.3 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.

7.4 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.

7.5 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: 6/22/23

Signature: 

Name: Lj Silverman

Title: President, NFPD Board of Directors

On Behalf of the NOVATO FIRE CHIEF OFFICERS' ASSOCIATION, IAFF LOCAL 1775:

Date: 6/22/23

Signature: 

Name: Kyle Dague

Erck Mesenburg
Treasurer, NFDCA
on behalf of Kyle Dague

Title: President, Novato Fire Chief Officers' Association, IAFF Local 1775