

RESOLUTION NO. 2017-2

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND DEPUTY FIRE CHIEF JEFFREY VELIQUETTE

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

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

WHEREAS, the District, via its representative, has negotiated salary and benefits of Deputy Fire Chief Jeffrey Veliquette; and

WHEREAS, the Board of Directors finds that salary and benefits for Deputy Fire Chief Jeffrey Veliquette, as described in the Employment Agreement attached hereto as **Exhibit A**, are necessary to maintain a competitive salary and benefit plan and effectively retain District employees;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The President of the Board of the Directors is authorized to execute the Employment Agreement attached hereto as **Exhibit A** and bind the District to the terms thereof.

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, 2017, by the following vote:

AYES: *Davis, Fenner, Jr. Galli, Metcho, Silverman*

NOES: *none*

ABSTAIN: *none*

ABSENT: *none*

Attest:

Jeannette Villa

A. M. Meltzer

President, Board of Directors



Employment Agreement

Between

Novato Fire Protection District

And

Deputy Fire Chief Jeffrey Veliquette

February 16, 2017

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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 Jeffrey Veliquette (“Deputy Chief”). This employment agreement will be in effect April 1, 2017 through March 31, 2020. If either party chooses to terminate employment, the employment agreement will be discontinued.

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

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

ARTICLE II – FOR CAUSE EMPLOYMENT

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

ARTICLE III – TERMINATION OF AGREEMENT

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

ARTICLE IV – SALARY

The Deputy Fire Chief’s salary shall be as follows, effective April 1, 2017.

Position	Monthly Base Salary
Deputy Chief	\$15,416.67

Effective January 1, 2018, the District will increase the salary of the Deputy Chief by 2%. However, if the property tax estimate realized by the District (based on County of Marin Property Tax Revenue estimate for the NFPD) as of June 30, 2017 is more than 2% over the previous year’s property tax revenue, then for each full percentage increase in property tax the District realizes over 2%, the Deputy Chief will get a .5% additional increase in his annual base salary, capped at a maximum possible additional increase of 1%.

Effective January 1, 2019, the District will increase the salary of the Deputy Chief by 2%. However, if the property tax estimate realized by the District (based on County of Marin Property Tax Revenue estimate for the NFPD) as of June 30, 2018 is more than 2% over the previous year’s property tax revenue, then for each full percentage increase in property tax the District realizes over 2%, the Deputy Chief will get a .5% additional increase in his annual base salary, capped at a maximum possible additional increase of 1%.

ARTICLE V - BENEFITS

The Deputy Chief is eligible for the following benefits:

A. Deferred Compensation (457 Plan) Contributions

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

B. Overtime Pay

The Deputy Chief shall be compensated at time and one-half for actual hours worked for all overtime. Overtime must be approved in accordance with the terms set forth in the Manual of Operations Overtime Policy. Overtime will be paid for emergency response, EOC preparation and activation, shift coverage after normal working hours, District coverage after normal working hours. Overtime hours accrued by the Deputy Chief will be paid as Compensatory Time (CTO) and added to their bank.

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

C. Compensatory Time Pay (CTO On)

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

D. Annual Compensatory Time Off (CTO)

1. 80 hours of Compensatory Time (CTO) shall be deposited in the Deputy Chief's CTO account annually on January 1 of each year.
3. Compensatory Time (CTO) is non-pensionable.
4. CTO time may be used in minimum increments of 1 hour.

E. Physical Fitness

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

F. Health Insurance - Medical

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

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

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

The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing the Deputy Chief and his dependents with access to medical insurance benefits. The Deputy Chief must comply with all applicable rules and regulations of the

CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

The amount required by Government Code Section 22892 shall be the District's Employer Contribution for medical insurance benefits. The District agrees to pay this contribution only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

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

a. Supplemental Benefit Allowance

The District provides a Supplemental Benefit Allowance to all full-time employees eligible to participate in the District's medical insurance benefits. Receipt of any Supplemental Benefit Allowance shall be in addition to the District Employer Contribution that is provided in the previous paragraphs.

The Supplemental Benefit Allowance provided to an employee shall be determined based on an employee's participation level. Any Supplemental Benefit Allowance can only be used by an employee to offset the cost of participation in District sponsored medical benefits that are available through an IRS Section 125 cafeteria plan. Upon the effective date of this Agreement, the District shall provide a Supplemental Benefit Allowance that when added to the PEMHCA contribution, totals 80% of the Kaiser HMO premium for active employees who enroll in medical insurance for Employee Only, Employee + 1 Dependent, or Employee + Family.

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

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

b. Section 125 Cafeteria Plan

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

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, 2017 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 April 1, 2017	Vesting Base
0 to 5	55%
5 to 10	60%
10 to 15	65%
15 to 20	70%
20 to 25	75%
25 to 30	80%

Each employee shall accrue additional coverage at 0.75% for each year of service. This accrual will be in addition to the vesting base percentage described above. The sum of these two calculations shall be the total percentage of healthcare premium that is paid for by the District covering family, employee and spouse or single of the Kaiser HMO Premium to a maximum of 80% on January 1, 2011, 75% on April 1, 2023 and 70% on April 1, 2028.

The District has established a Retirement Health Savings (RHS) plan for the Deputy Chief that will provide tax advantaged income to pay for retirement medical insurance premiums. The District shall contribute a \$100 per month contribution to the mandatory \$50.00 per month employee contribution for employees under the age of 40 for a total combined contribution of \$150 per month. When current employees reach the age of 40, the employee contribution shall increase to \$75.00 per month and the District contribution will increase to \$125 per month for a total combined contribution of \$200 per month. For employees over the age of 40 at the time of the effective date of this Agreement, the District shall contribute a \$150 per month to the mandatory employee contribution of \$75.00 per month for a total of \$225 per month.

Both employee and District contributions shall be adjusted annually beginning June 30, 2017, at a percentage rate equal to the United States Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose annual consumer price index (CPI).

G. Dental Insurance, All Tiers

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

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

H. Vision Insurance, All Tiers

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

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

I. Marin County Employee's Retirement Association

The District shall be responsible for 75% of the Deputy Chief employee portion of retirement contributions to the Marin County Employee's Retirement Association (MCERA).

J. Longevity Pay

Effective on April 1, 2017, longevity payments for the Deputy Chief to MCERA will be eliminated.

K. 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.

L. Employee Assistance Program (EAP)

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

M. Educational Incentive Contributions to 457 Plan

- a. The Deputy Chief may earn a maximum of 3% of his base salary from educational incentives.
- b. Education incentive payments may not be used as a form of retirement subvention.
- c. The Educational Incentive amount shall be deposited into the Deputy Chief's deferred compensation plan.
- d. The Deputy Chief must have an active District sponsored 457 plan account to be eligible to receive the Educational Incentive pay.
- e. 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.

ARTICLE VI - LEAVES

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

A. Bereavement Leave

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

B. Catastrophic Leave

This leave is available to the Deputy Chief. Catastrophic Leave is for use after a catastrophic illness or injury or a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude the Deputy Chief from returning

to work for an extended period of time, during which the Deputy Chief will exhaust all of his accumulated leave balances. In order to request catastrophic leave the Deputy Chief must have exhausted all of his accrued leave, including sick leave, compensatory time off, and vacation time and received the approval of the Fire Chief to open a Personal Catastrophic Leave account. If the Deputy Chief is incapacitated, his legally recognized representative may request that the account be opened.

C. FMLA Leave

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

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

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

D. Floating Holidays

1. The Deputy Chief shall receive 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 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, and Christmas; and a 4-hour (p.m.) holiday on weekday Christmas Eve Day.

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. Cash out will only take place during the last pay period of June.

ARTICLE VII - RETIREMENT

A. Tier 1 Retired Employees

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

ARTICLE VIII – DRIVER LICENSE REQUIREMENTS

The Deputy Chief is required to possess a valid California Driver License, Class C.

ARTICLE IX – MUTUAL AID AND OUT OF COUNTY RESPONSE

The Deputy Chief will be allowed to respond to a total of 21 days on an Out of County Mutual Aid assignment annually, without prior approval of the Fire Chief. Additional responses must be approved by the Fire Chief prior to accepting an assignment to an incident.

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

ARTICLE X EXISTING DISTRICT PERSONNEL RULES, POLICES AND PROCEDURES

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

ARTICLE XI – ADDITIONAL PROVISIONS

A. Severability.

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

B. Modification, Amendment, Waiver.

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


C. Governing Law.

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

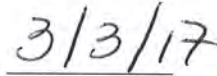
D. Counterparts.

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

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



Deputy Fire Chief Jeffrey Veliquette

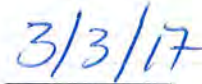


Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District



Date