RESOLUTION NO. 2017-1


WHEREAS, the Novato Fire Chief Officers Association Local 1775 ("Association") is the formally recognized employee organization of the Novato Fire Chief Officers representation unit; and

WHEREAS, the Association members provide valuable emergency and administrative services to the Novato Fire District; and

WHEREAS, the District, via its representative, has negotiated with the Association regarding adjustments to the salary and benefits of Association members; and

WHEREAS, the 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, 2017, by the following vote:

AYES: Davis, Tenner, Jr., Galli, Metcho, Silverman

NOES: none

ABSTAIN: none

ABSENT: none

President, Board of Directors

Attest: Leanne Villa
2017 – 2019 Memorandum of Understanding

Between

Novato Fire Protection District

And the

Novato Fire Chief Officers’ Association, IAFF Local 1775

February 16, 2017
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

Term

This agreement shall be in effect from January 1, 2017 through December 31, 2019, and supersedes the agreement between the District and the Association for the period of January 1, 2014 through December 31, 2016.

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 it 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 that position.

February 16, 2017
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 which are within the scope of representation as defined by Government Code 3504.

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 1-XII-4 Anti-Harassment policy 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.

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.

February 16, 2017
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.

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.

February 16, 2017
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.

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

Document Change History

The following table contains a change history for this document, including a description of changes.

<table>
<thead>
<tr>
<th>Description of Change</th>
<th>Author/Originator</th>
<th>Approved</th>
<th>Version</th>
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</tr>
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<tr>
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<td>NFPD/NFCOA</td>
<td></td>
<td></td>
<td>March 1, 2017</td>
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MEMORANDUM OF UNDERSTANDING

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; and

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;

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 and 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.

On behalf of the NOVATO FIRE PROTECTION DISTRICT BOARD OF DIRECTORS:

Date: March 3, 2017
Signature: [Signature]
Print Name: Steven M. Rehbrink
Title: President, Board of Directors

On behalf of the NOVATO FIRE CHIEF OFFICERS’ ASSOCIATION

Date: March 3, 2017
Signature: [Signature]
Print Name: Jeff Veliquette
Title: NFCA Representative

February 16, 2017
TABLE OF CONTENTS:

Section 1: Wages
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Section 3: Physical Fitness
Section 4: Leaves
Section 5: Staffing
Section 6: Attachment A

February 16, 2017
Section 1 - Wages

Wages for the term of this contract are listed in this section.

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

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary</th>
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</thead>
<tbody>
<tr>
<td>Shift Battalion Chief</td>
<td>$12,124.70</td>
</tr>
<tr>
<td>Day Battalion Chief</td>
<td>$12,730.94*</td>
</tr>
</tbody>
</table>

*Represents a 5% differential for day battalion chiefs.

Effective 1/1/2018 and 1/1/2019, NF PD will grant a 2% increase in each member’s base salary. However, if property tax estimate realized by the NF PD (based on County of Marin Property Tax Revenue for the NF PD) as of June 10, 2017 and June 10, 2018 is more than 2% above the previous year’s property tax revenue, then for each full percentage increase in property tax the NF PD realizes over 2%, the NCOA members will get .5% additional increase in their annual base salary capped at a maximum possible of an additional 1% per year.

Pay While Acting Fire Chief or Deputy Fire Chief

The District may offer the role of Acting Fire Chief or 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 while the Fire Chief or Deputy Chief is unavailable.

The following outlines the exclusive structure as to how the Chief Officers should be compensated while or as a result of temporarily filling these roles, notwithstanding anything to the contrary in the MOU.

The procedure for such temporary assignments shall be as follows:

1. The Board of Directors shall determine those Chief Officers authorized to work as Acting Fire Chief during the unavailability of the current Fire Chief. The Fire Chief will determine those Chief Officers authorized to work as Acting Deputy Fire Chief when the current Deputy Chief is unavailable.

2. A member serving in the role of Acting Fire Chief shall be paid the differential between the individuals hourly rate and the Fire Chief/Deputy Chief hourly rate (refer to Fire Chief or 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 members regular work schedule. On scheduled days off, members will be paid ½ hour of overtime for every hour of Acting Fire Chief/Deputy Chief coverage to a maximum of 12 hours of overtime.

February 16, 2017
3. If the Acting Fire Chief/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 Fire Chief/Acting Deputy Chief rate and their regular overtime rate.

4. The Fire Chief will assign an authorized Chief Officer to the role of Acting Fire Chief/Acting Deputy Fire Chief based upon low hours in TeleStaff.

5. Chief Officers on promotional probation are not eligible to work as Acting Fire Chief/Acting Deputy Fire Chief.

6. Duties for the Acting Fire Chief/Acting Deputy Fire Chief include, but are not limited to:
   a. Perform all duties of the Fire Chief/Deputy Chief as directed by the Fire Chief and/or the Board President.
      i. It is understood that circumstances may arise requiring the Acting Fire Chief/Acting Deputy Fire Chief to work in the District on a normally scheduled day off.
   b. Administrative and operational management of the Fire District 24 hours a day, seven days a week.
   c. Respond to emergency incidents in support of the Incident Commander and Incident Command Post
   d. As Acting Fire Chief, daily check-in with the Board President via a phone call.
   e. Conduct recurring OPS and weekly staff planning meetings.
   f. Attend Board meetings in the role of Fire Chief.
   g. All other duties as described in the Fire Chief/Deputy Fire Chief job descriptions.
   h. Attend community interaction events as directed by the Fire Chief or Board President.

SECTION 2 – Benefits

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.
Retirement

For Battalion Chief promoted prior to December 1, 2013, the District will contribute an amount equal to 75% toward the Chief Officer’s portion of retirement contribution to the Marin County Employees Retirement Association (MCERA).

For Battalion Chiefs promoted after December 1, 2013, the District will contribute the following amounts toward the Chief Officer’s portion of retirement contribution to the Marin County Employees Retirement Association (MCERA). The 5% District contribution towards the member portion of retirement contributions to MCERA will cease on January 1, 2019 through annual reductions as stated in the chart below. Longevity pay for these members will be discontinued effective January 1, 2019.

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Reduction in Subvention Amount Paid by District</th>
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<tr>
<td>January 1, 2017</td>
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<tr>
<td>January 1, 2018</td>
<td>2%</td>
</tr>
<tr>
<td>January 1, 2019</td>
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</tbody>
</table>

This benefit is not intended to apply to the member’s base salary for the purpose of calculating overtime rates or reimbursement or any other salary enhancement.

Retirement Tiers

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).

Accrued Sick Leave Towards Retirement

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

February 16, 2017
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 upon retirement. 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 or a combination of deferred compensation or as pay.

District MCERA Contribution after 30 Years of Service

After 30 year of service, District contributions to MCERA continue until retirement of the member.

Member MCERA Contribution after 30 Years of Service

After 30 years of participation in MCERA, the employee is no longer required to make retirement contributions to MCERA.

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.

Holidays

Paid holidays for Chief Officers are:

New Years’ Day, Martin Luther King’s birthday, Presidents Day, Memorial Day, July 4th, Labor Day, Veteran’s Day, Thanksgiving, Friday following Thanksgiving, Christmas, two floating holidays taken at member’s discretion.

4-hour (p.m.) holiday on weekday Christmas Eve Day.

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

February 16, 2017
Emergency Response Pay

Chief Officers shall earn emergency response pay, hour for hour, at time and one half. Emergency Response pay starts when the Chief Officer initiates their response to the incident or District, and ends when they are released from the incident or District coverage. Members shall be paid for a minimum of one hour for each emergency response.

Emergency response shall be entered into TeleStaff as “Emergency Response (ER)” and will be compensated as OT paid or CTO2 hours.

Chief Officers, who are certified and qualified according to California Incident Command/Certification System (CICCS), will earn emergency response pay, portal to portal, at time and one-half for mutual aid responses under the California Fire Assistance Act or any other currently applicable mutual aid agreements.

Wildland Duty Coverage

Effective January 1, 2017, Battalion Chiefs will be paid 12 hours of overtime for every 24 hours of Wildland Duty coverage performed. Overtime is based on the individual Battalion Chief's base hourly rate.

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, that are not being compensated by the administrative project/program management pay. Overtime is based on the individual Battalion Chief's base hourly rate.

Day Chief Officers who are qualified to work Shift Battalion Chief positions shall receive time and one-half in excess of their 40-hour work week.

Overtime will only be approved for work that is not currently compensated by any other compensatory tool.

Overtime Procedures

1. Overtime shall be allocated and paid in accordance with existing policy.

2. Shift overtime for Chief Officers working a shift assignment shall conform to existing overtime policies and procedures and does not require approval from the Deputy Fire Chief or Fire Chief.

February 16, 2017
3. Overtime requests for all Chief Officers, other than scheduled shift overtime, shall require pre-approval from the Deputy Fire Chief or the Fire Chief via email.
   a. The request shall state the work product requiring the overtime, and the hours of overtime requested. A Chief Officer shall always consider whether it is necessary to work outside his/her normal work schedule or while off-duty to complete his/her work prior to requesting approval for overtime.

4. Request clarification from the Deputy Fire Chief or the Fire Chief, if a Chief Officer is unsure of his/her priorities, urgency of the work product, or the justification to work overtime, prior to making the request.

5. Overtime may be worked without approval if there is an urgent, unplanned, and high priority assignment or event. However, this is an exception to the normal process and an email must be sent to the Deputy Fire Chief or the Fire Chief via email within 24 hours of the occurrence.

*TeleStaff Entries*

1. Chief Officers are responsible for entering all “exceptions” to his/her pay and work schedule in the TeleStaff system.

2. The “Notes” section of the entry screen should be used to provide a detailed note describing the exception, including appropriate descriptors for out of county or mutual aid assignments.

3. Payroll exceptions will not be approved if there is not a clear explanation of the exception entered in TeleStaff “Notes.”

*Overtime for Administrative Project and/or Program Management*

Members shall be entitled to 17 hours of overtime per month for all administrative assignments performed on or off duty. These overtime hours shall be paid in the first pay period of each month and shall be considered as compensation in full for administrative project and/or program management.
Insurance for Active Members

*Medical*

*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 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.

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 caps for the District contribution towards medical insurance premiums are based upon the CalPERS Kaiser HMO premium; this rate shall be adjusted annually.

Members are responsible for paying the difference between the cost of their selected medical insurance premium and the established Supplemental Benefit Allowance cap of 80%.

February 16, 2017
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 $1,500 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 lifetime deductible is $50 ($150 for Family).

Vision

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

Life Insurance

The District will provide a program of life insurance and accidental death and dismemberment for all Chief Officers. The District’s contribution to the premium and the amount of coverage is shown in the following table.
Life Insurance and AD&D District Contribution

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<th>Position</th>
<th>District Contribution</th>
<th>Amount of Coverage</th>
</tr>
</thead>
<tbody>
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<td>Chief Officer</td>
<td>$12.00 or 50% of premiums (whichever is greater)</td>
<td>$60,000 AD&amp;D</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$60,000 Life</td>
</tr>
</tbody>
</table>

Employee Assistance Program (EAP)

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 the Managed Health Network (MHN) offers 10 counseling sessions per incident per year for all members and their dependents, in addition to online services.

Insurance for Retired Members

*District Employer Contribution for Retiree Medical Insurance Benefits*

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.

February 16, 2017
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 on 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.

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.

CSFA Dues

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

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.

February 16, 2017
Continuing Professional Education (CPE)

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
- 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

February 16, 2017
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).

Vehicles

All Chief Officers will be provided with vehicles equipped for emergency response and incident command or support operations. The vehicles will be used to drive to and from work, respond to emergencies, and to conduct other District related business.

February 16, 2017
District vehicles may be used as needed by Chief Officers with duty weekend coverage or during such times and events that may necessitate emergency response into the District.

**Sick Leave Incentive**

Chief Officers on a 56-hour work week will be awarded the equivalent of 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 40-hour work week will be awarded the equivalent of 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.

**Section 3 – Physical Fitness**

**Introduction**

This section includes information about physical fitness examinations and provisions for exercise.

**Examinations**

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.

**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 1 hour, three days a week to exercise.

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

February 16, 2017
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 1019.

**Section 4 - Leaves**

**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.

**Bereavement Leave (1048)**

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 1048 Sick and Other Health Leaves for complete guidelines on bereavement leave.

**Catastrophic Leave (1048)**

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 year. The program will be known as the Catastrophic Leave Plan. Refer to policy 1048 Sick and Other Health Leaves for complete guidelines on catastrophic leave.

**Compensatory Time Off (1045)**

Members who work overtime will be given the opportunity to convert their time worked into Compensatory Time Off (CTO). CTO shall accrue at 1 ½ hours per hour worked. Please refer to Policy 1045 Compensatory Time Off for complete guidelines on compensatory time off.

February 16, 2017
Family Medical Leave Act (FMLA) (1037)

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 1037 Family and Medical Leave for complete guidelines on FMLA.

Family Sick Leave (1048)

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. Please refer to Policy 1048 Sick and Other Health Leaves for complete guidelines on family sick leave.

Flex Time (1050)

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

Personal Sick Leave (1048)

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 workday. Please see Policy 1048 Sick and Other Health Leaves for complete guidelines on personal sick leave.

Shift Trades (1046)

Please refer to Policy 1046 Shift Trades for complete guidelines on shift trades.

Vacation (1047)

Vacation time must be used in accordance with policy 1047 and is earned as follows:

1 Year of Service

After one year of continuous service, each regular paid member shall be entitled to an annual vacation with pay:

- Shift Personnel shall earn six (6) shifts off.
- Day personnel shall earn 102 hours off.

5 Years of Service

February 16, 2017
After five years of continuous service, each regular paid member shall be entitled to an annual vacation with pay:

- Shift Personnel shall earn nine (9) shifts off.
- Day personnel shall earn 153 hours off.

10 Years of Service

After ten years of continuous service, each regular paid member shall be entitled to an annual vacation with pay:

- Shift Personnel shall earn eleven (11) shifts off.
- Day personnel shall earn 187 hours off.

15 Years of Service

After fifteen years of continuous service, each regular paid member shall be entitled to an annual vacation with pay:

- Shift Personnel shall earn thirteen (13) shifts off.
- Day personnel shall earn 221 hours off.

20 Years of Service

After twenty years of continuous service, each regular paid member shall be entitled to an annual vacation with pay:

- Shift Personnel shall earn sixteen (16) shifts off.
- Day personnel shall earn 272 hours off.

25 Years of Service

After twenty-five years of continuous service, each regular paid member shall be entitled to an annual vacation with pay:

- Shift Personnel shall earn eighteen (18) shifts off.
- Day personnel shall earn 306 hours off.

Vacation Rollover

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

February 16, 2017
The District at the request of the member will pay the member up to 50% of their total accrued vacation. 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 three (3) shifts.

Shift Chief Officers may not take overlapping vacations without prior approval of the Fire Chief.

**Section 5 - Staffing**

**Introduction**

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

**Class C License**

All members are required to possess a valid Class C license as a condition of employment.

**Callback**

*Regular Callback*

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

1. Off-duty Shift Battalion Chief
2. Qualified day Chief Officer
3. 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.

*Mandatory Callback*

February 16, 2017
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 off duty shift 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.

**Required Licensure and Certification**

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

Supplemental Retiree Benefit Allowance (SRBA) Tables

#### Members promoted on or prior to 6/30/2009 and retired on or after 1/1/2011

<table>
<thead>
<tr>
<th>Dates of Service</th>
<th>Supplemental Retiree Benefit Allowance Provisions</th>
<th>Vesting Formula</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.) District will provide a SRBA equal to the difference between the PEMCHA minimum and 100% of the supplemental benefit allowance</td>
<td>Year/Percentage</td>
</tr>
<tr>
<td></td>
<td>2.) Beginning 1/1/2012, the SRBA paid by the District will be 98% and shall decrease by 2% each year, until reaching 82% in 2020 for members in the category.</td>
<td>2010 – 100%</td>
</tr>
<tr>
<td></td>
<td>3.) The SRBA is a fixed amount based on the year of retirement.</td>
<td>2011 – 100%</td>
</tr>
<tr>
<td></td>
<td>4.) Retired members are responsible for paying the difference between the costs of their selected medical insurance premiums.</td>
<td>2012 – 98%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2013 – 96%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2014 – 94%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2015 – 92%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2016 – 90%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2017 – 88%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2018 – 86%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2019 – 84%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2020 – 82%</td>
</tr>
</tbody>
</table>

Members promoted on or prior to June 30, 2009 and retired on or after January 1, 2011

February 16, 2017
Members promoted on or after January 1, 2011 and Prior to January 1, 2017; and retired on or after January 1, 2011.

<table>
<thead>
<tr>
<th>Supplemental Retiree Benefit Allowance Provisions</th>
<th>Vesting Formula</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>Years of Service/Percentage</td>
</tr>
<tr>
<td>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%.</td>
<td>0 to end of year 4 – 55%</td>
</tr>
<tr>
<td>3.) The District will pay a percentage of the applicable Kaiser HMO premium towards the retirees’ selected medical plan, based on the vesting percentage to a maximum of 80%.</td>
<td>5 to end of year 9 – 60%</td>
</tr>
<tr>
<td>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:</td>
<td>10 – end of year 14 – 65%</td>
</tr>
<tr>
<td>Members up to age 39*: District contributes $100/month; member $50.00/month</td>
<td>15 – end of year 19 – 70%</td>
</tr>
<tr>
<td>Members age 40 and above*: District contributes $125/month; member $75.00/month</td>
<td>20 – end of year 24 – 75%</td>
</tr>
<tr>
<td></td>
<td>25 – 30 – 80%</td>
</tr>
</tbody>
</table>

* 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

<table>
<thead>
<tr>
<th>Supplemental Retiree Benefit Allowance Provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>
March 2, 2017

I, Mark Heine, Fire Chief of the Novato Fire Protection District, understand the current and future cost of the benefit change in the Memorandum of Understanding between the Novato Fire Protection District and the Novato Fire Chief Officers Association, Local 1775 approved by the Board of Directors on March 1, 2017, as determined by the actuarial report dated December 27, 2016 by Nyhart.

Mark Heine
Fire Chief