

RESOLUTION NO. 2018-8

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND FINANCE DIRECTOR DANIEL HOM

WHEREAS, Finance Director Daniel Hom is a non-represented employee of the Novato Fire Protection District; and

WHEREAS, Finance Director Daniel Hom 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 Finance Director Daniel Hom; and

WHEREAS, the Board of Directors finds that salary and benefits for Finance Director Daniel Hom, 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 6th day of June, 2018, by the following vote:

AYES: *Metchio, Fenner, Jr., Davis*

NOES: *None*

ABSTAIN: *None*

ABSENT: *Silverman, Balli*

William F. Davis

President, Board of Directors

Attest:

Jeanne Dills



Employment Agreement

Between

Novato Fire Protection District

And

Finance Director Daniel Hom

TABLE OF CONTENTS:

Article I: Full Understanding and Agreement

Article II: For Cause Employment

Article III: Termination of Agreement

Article IV: Dispute Resolution

Article V: Salary

Article VI: Benefits

Article VII: Leaves

Article VIII: Retirement

Article IX: Driver's License Requirements

Article X: Existing District Personnel Rules, Policies and Procedures

Article XI: Additional Provisions

Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and the Finance Director Daniel Hom (“Finance Director”).

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

This Agreement will serve to memorialize the understanding of the parties regarding the Finance Director’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 Finance Director’s employment with the District shall not be for any particular term and they will be subject to all applicable District personnel rules and regulations pertaining to performance and discipline. In this regard, it is understood that the Finance Director serves as a “for cause” employee, meaning their employment with the District may be terminated by the District for reasons and in the procedural manner provided by the District’s personnel rules.

ARTICLE III – TERMINATION OF AGREEMENT

As provided above, the Finance Director shall be separated from employment with the District and the terms and conditions of employment of this Agreement terminated only for cause in accordance with District personnel rules, policies and procedures regarding employee performance and discipline.

ARTICLE IV – SALARY

The Finance Director’s salary shall be as follows, effective July 1, 2018.

1. Increase of base salary to \$13,861.85 per month
2. Additional increase of 2% to base salary, for a total of \$14,139.09 per month.

ARTICLE V - BENEFITS

The Finance Director 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 Finance Director’s deferred compensation (457) plan, provided the Finance Director contributes at least \$150.00 per month to their deferred compensation plan.

B. Overtime Pay

The Finance Director 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.

C. Compensatory Time Pay

1. The Finance Director will receive 120 hours of Compensatory Time Off (CTO) January 1, 2019.
2. Overtime Pay may be accrued as Compensatory Time (CTO On) at time and one-half for actual hours worked.
2. CTO On may be accrued up to a maximum of 96 hours. CTO On hours in excess of 96 shall be cashed out.
3. CTO On time older than one year shall be cashed out.
4. CTO time is non-pensionable.
5. CTO Off time may be used in one (1) hour increments.

D. Physical Fitness

The Finance Director may use Physical Fitness time per the District's physical fitness policy.

E. Health Insurance - Medical

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

60 day Wait Period for Enrollment in Health Plans

Employees hired on or after June 1, 2011 shall have a 60 day waiting period before they are enrolled in District medical, dental, or vision plans, in accordance with CalPERS medical insurance requirements.

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

The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing the Finance Director and their dependents with access to medical insurance benefits. The Finance Director 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 Finance Director is responsible for paying the difference between the cost of their selected medical insurance premium and the established Supplemental Benefit Allowance.

b. Section 125 Cafeteria Plan

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

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.

When the retiree or dependent turns 65, and is transferred to Medicare as their primary health coverage, the District shall not be responsible for the employee's or dependent's Medicare premium. The District will contribute to the retiree and

dependent's Medicare Supplement Plan through CalPERS to the extent allowed by this agreement.

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 Supplemental Benefit Allowance provided to an employee is determined based on an employee's participation level, as described more fully below. 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.

- a. Retiree Medical Insurance Tier 1 – Employees Hired on or prior to June 30, 2009 and Retired on or after April 1, 2015 (Existing Employees Who Retire on or after April 1, 2015)

Beginning the date of adoption of this Agreement, 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 date of adoption of the contract or other agreement governing the employee's employment with the District.

Supplemental Retiree Benefit Allowance Vesting

Current Years of Service as of July 1, 2015	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.

Effective the date of adoption of this Agreement, the District shall establish a Retirement Health Savings (RHS) plan that will provide tax advantaged income to pay for retirement medical insurance premiums. The District shall contribute a \$100 per month contribution to the mandatory \$50.00 per month 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, 2016, 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).

F. Dental Insurance, All Tiers

The District shall pay 100% of the premium for dental coverage for the Finance Director and their 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.

G. Vision Insurance, All Tiers

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

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

H. Marin County Employee's Retirement Association

- 1. Effective the first pay period after the date of adoption of this Agreement, the Finance Director shall be responsible for 100% of their retirement contribution to the Marin County Employee's Retirement Association (MCERA).

I. Life Insurance, All Tiers

The District will contribute twelve dollars (\$12.00) per month toward life insurance plan(s) and will deduct the remaining required premium from the Finance Director's paycheck. The Finance Director will be responsible for the full premium amount of additional voluntary life insurance coverage through the District plan.

J. Disability - AFLAC Insurance, All Tiers

The District will contribute \$150.00 per month to the base salary for disability insurance for the Finance Director.

K. Employee Assistance Program (EAP)

The Finance Director 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.

L. Educational Incentive contributions to 457 Plan

- 1. The Finance Director may earn a maximum of 3% of their base salary from educational incentives for the following items:

Bachelor's Degree – 2%

Master's Degree or CPA – 3%

- 2. Education incentive payments may not be used as a form of retirement subvention.

3. The Educational Incentive amount shall be deposited into the Finance Director's deferred compensation plan.
4. The Finance Director must have an active District sponsored 457 plan account to be eligible to receive the Educational Incentive pay.
5. The Educational Incentive amount earned shall not be pensionable.

M. 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 Finance Director.

A. Bereavement Leave (See policy 1050)

This leave is available to the Finance Director for the purpose of attending to family needs that arise in connection with the death of a member of the Finance Director'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 (See policy 1050)

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

C. FMLA Leave (See policy 1038)

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

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child, parent, or legally registered domestic partner) with a serious health condition.
- When an employee is unable to work because of 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 Finance Director 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 Finance Director 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 their accrued vacation hours.

E. General Sick Leave (See policy 1050)

1. The Finance Director 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 Finance Director 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 Finance Director'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 Finance Director's deferred compensation account an amount equivalent to the hours in his sick leave bank in excess of 500 hours.
2. The Finance Director must request this transfer of excess sick leave hours by the first pay period in January.
3. If the Finance Director has less than 500 hours, he may not request a transfer; in addition, no transfer of sick leave hours shall cause their sick leave bank to contain less than 500 hours.
4. The transferred sick leave shall be calculated at 50% of the Finance Director'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 (See policy 1049)

1. The Finance Director shall receive Vacation Leave based upon his completed years of service, following the District's Vacation policy. For purposes of calculating years of service, the hire date is considered to be January 1 of the year an employee is hired.

EXAMPLE: an employee hired on April 1, 2000 will have 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 Finance Director 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 their accrued vacation hours.
4. Vacation may not be accrued in excess of two times the Finance Director's annual accrual rate. The Finance Director will cease to accrue vacation once he has accrued twice their annual vacation accrual until such time as their accrued vacation is reduced below this limit.

J. Vacation Cash Out (See policy 1049)

The District may pay the Finance Director, at their request, up to 50% of their total accrued vacation, to a maximum of one year of vacation accrual. Cash out will only take place during the last pay period of June

ARTICLE VII - RETIREMENT

A. Tier 1 Retired Employees

Full time employees hired prior to December 31, 2012, shall be eligible for retirement benefits through the Marin County Public Employee's Retirement Agency (MCERA) as follows:

1. 2% @ age 55
2. Annual Cost of Living Adjustment not to exceed 4%
3. Highest 12 month period for determining final compensation for retirement pay.

ARTICLE VIII – DRIVER LICENSE REQUIREMENTS

The Finance Director is required to possess a valid California Driver License, Class C.

ARTICLE IX- 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 X – ADDITIONAL PROVISIONS

A. Severability.

It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be declared or determined by a final and binding arbitrator or by a court of law or other

tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

B. Modification, Amendment, Waiver.

No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by the Finance Director and the District. The failure of the Finance Director 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.

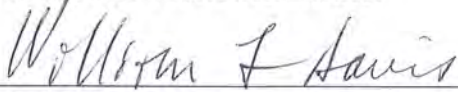
I hereby accept all terms and conditions of the above Employment Agreement.




Finance Director Daniel Hom



Date

Accepted by the Novato Fire Protection District


Board Chair on behalf of the Novato Fire Protection District



Date