RESOLUTION NO. 2020-15

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND WILDFIRE MITIGATION SPECIALIST GARY MUSANTE

WHEREAS, Wildfire Mitigation Specialist Gary Musante is a non-represented employee of the Novato Fire Protection District; and

WHEREAS, Wildfire Mitigation Specialist Gary Musante provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds that salary and benefits for Wildfire Mitigation Specialist Gary Musante, 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; and

NOW, THEREFORE, BE IT RESOLVED THAT, 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.

This resolution was PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 7th day of October 2020, by the following vote:

AYES: Davis, Gaines, Metcho, Silverman

NAYS: None

ABSENT: None

Louis Silverman, President, Board of Directors

Attest:

Jeanne Villa Clerk of the Board
Employment Agreement

Between

Novato Fire Protection District

And

Wildfire Mitigation Specialist Gary Musante

September 30, 2020
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Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and Wildfire Mitigation Specialist Gary Musante. This employment agreement will be in effect October 16, 2020 through October 15, 2022. 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 Wildfire Mitigation Specialist’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 - AT WILL EMPLOYMENT

The Wildfire Mitigation Specialist’s employment with the District shall be for a maximum limited term of two (2) years. It is understood and agreed that the Wildfire Mitigation Specialist serves as a at-will employee, meaning his employment with the District may be terminated by him or the District at any time with or without cause, and cause is not required. No one other than the District’s Board of Directors has the authority to alter this at-will employment arrangement, to enter into an agreement or to make any agreement contrary to this at-will arrangement. Furthermore, any such agreement must be in writing and must be signed by the Fire Chief and approved by the Board of Directors.

ARTICLE III – SALARY

The Wildfire Mitigation Specialist’s salary shall be as follows, effective October 16, 2020.

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wildfire Mitigation Specialist</td>
<td>$41.50/hour</td>
</tr>
<tr>
<td>Effective 10/16/2020</td>
<td></td>
</tr>
</tbody>
</table>

ARTICLE IV - BENEFITS

The Wildfire Mitigation Specialist is eligible for the following benefits:

A. Deferred Compensation (457 Plan) Contributions

The District will contribute up to $100.00 per month dollar for dollar match toward the Wildfire Mitigation Specialist’s deferred compensation (457) plan, provided the Wildfire Mitigation Specialist contributes at least $100.00 per month to his deferred compensation plan.

B. Overtime Pay

The Wildfire Mitigation Specialist 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 Overtime Policy #1009.

C. Physical Fitness

The Wildfire Mitigation Specialist may use Physical Fitness time per the District physical fitness policy.
D. 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 Wildfire Mitigation Specialist is eligible for the following medical plan contribution schedule.

District Employer Contribution for Medical Insurance Benefits

On January 1, 2011 or the earliest allowable date, the District agrees to contract with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing members and their dependents with access to medical insurance benefits. Members must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

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

Beginning January 1, 2011, the District will provide a maximum employer contribution that is equal to the minimum contribution required under the PEMHCA.

Supplemental Benefit Allowance

The District agrees to provide a Supplemental Benefit Allowance to all fulltime 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.

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

E. Dental Insurance

The District shall pay 100% of the premium for dental coverage for the Wildfire Mitigation
Specialist and his dependents.

F. Vision Insurance

The District shall pay 100% of the premium for vision coverage for the Wildfire Mitigation Specialist and his dependents.

G. Social Security

1. The District shall contribute to Social Security, per applicable Federal law

H. 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 Wildfire Mitigation Specialist’s paycheck. The Administrative Services Manager will be responsible for the full premium amount of additional voluntary life insurance coverage through the District plan.

I. Disability - AFLAC Insurance, All Tiers

The District will contribute $150.00 per month to the base salary for disability insurance for the Wildfire Mitigation Specialist.

J. Employee Assistance Program (EAP)

The Wildfire Mitigation Specialist 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.

ARTICLE V - LEAVES

This section includes descriptions for the different type of leave programs available to the Wildfire Mitigation Specialist.

A. Bereavement Leave

This leave is available to the Wildfire Mitigation Specialist for the purpose of attending to family needs that arise in connection with the death of a member of the Wildfire Mitigation Specialist’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. FMLA Leave

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.

C. Floating Holidays

1. The Wildfire Mitigation Specialist 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 Wildfire Mitigation Specialist has a floating holiday hour balance of less than four (4) hours, she may use the accrued hours in any increment up to the maximum of her accrued vacation hours.

D. General Sick Leave

1. The Wildfire Mitigation Specialist shall accrue sick leave at a rate of 8.5 hours per month.

2. A day-shift employee’s accumulated sick leave will be capped at of 2,080 hours.

E. Sick Leave Incentive

1. The Wildfire Mitigation Specialist 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 Wildfire Mitigation Specialist’s deferred compensation account (457 plan).

F. Office Holidays

Paid holidays for day 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.

G. Vacation

1. After one (1) year of service, the Wildfire Mitigation Specialist shall receive 102 hours of vacation leave.

2. Vacation leave must be used in 4 hour or greater increments.

3. If the Wildfire Mitigation Specialist 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.
ARTICLE VI – DRIVER LICENSE REQUIREMENTS

The Wildfire Mitigation Specialist is required to possess and maintain a valid California Driver License, Class C

ARTICLE VII- EXISTING DISTRICT PERSONNEL RULES, POLICIES 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 VIII – 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 Wildfire Mitigation Specialist and the District. The failure of the Wildfire Mitigation Specialist 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.

Wildfire Mitigation Specialist Gary Musante

Date

Accepted by the Novato Fire Protection District

Board President on behalf of the Novato Fire Protection District

Date