RESOLUTION NO. 2026-2

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND THE NOVATO FIRE CHIEF OFFICERS ASSOCIATION LOCAL 1775

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

WHEREAS, the Association members provide valuable all risk services to the Novato Fire Protection District ("District"); and

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

WHEREAS, the District's Board of Directors finds that salary and benefits for the Association members, as described in the Memorandum of Understanding attached hereto as **Exhibit A**, are necessary to maintain a competitive salary and benefit plan and effectively retain District employees.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

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

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, County of Marin, State of California, this 14th day of January 2026, by the following vote:

AYES: Francisco, Goines, Hadfield, Silverman
NOES: NA
ABSTAIN: NA
ABSENT: Davis

Michael Hadfield, ~~President~~, Board of Directors

Attest: _____
Jennifer Crayne, ASM/Clerk of the Board

MEMORANDUM OF UNDERSTANDING

between

Novato Fire Protection District

and

Novato Fire Chief Officers Association,
IAFF Local 1775

JULY 1, 2025 – JUNE 30, 2028

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MEMORANDUM OF UNDERSTANDING

between

NOVATO FIRE PROTECTION DISTRICT

and

NOVATO FIRE CHIEF OFFICERS' ASSOCIATION, IAFF LOCAL 1775

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

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

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

NOW, THEREFORE, IT IS AGREED that pursuant to Section 18 of the District's Personnel Ordinance, the matters set forth in the MOU agreement between the District and Association shall apply to all members represented by the Association of the District covered by the Personnel Ordinance. Based on what is set forth in this MOU, the parties have entered into this agreement as reflected by the signatures of their respective authorized representatives below.

Acknowledgements

We gratefully acknowledge the dedicated work of the District's representatives and the NFCOA negotiation team members:

Michael Hadfield, NFPD
LJ Silverman, NFPD

Mike Taul, NFCOA
Lynne Osgood, NFCOA
Barrett Smith, NFCOA

1. GENERAL PROVISIONS

1.1 Term

The MOU term is effective from July 1, 2025 through June 30, 2028.

1.2 Existing Practices

Existing beneficial practices or procedures shall be maintained to the extent that they are matters within the wages, hours, and other terms and conditions of employment within the scope of representation as defined by Government Code section 3504.

However, the District and Association agree to develop a working group/committee to update and identify which, if any, of the existing practices should be included in the MOU. Any updates must be mutually agreed upon prior to implementation and adoption by the Board of Directors.

The goal for completion will be no later than 12 months from the Full Ratification of this contract.

1.3 Introduction

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

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

Division Chief

Operations Battalion Chief

Fire Marshal/Battalion Chief

Training Officer/Battalion Chief

Director of EMS/Battalion Chief

Director of Organizational Resources/Battalion Chief

1.4 Opener

At the time this contract has been entered into, the position of Division Chief has 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 the position.

2 ASSOCIATION

2.1 Release Time

District and Association agree that District shall allow up to two (2) NFCOA representatives, who are official representatives of NFCOA, to be given time off without loss of compensation or other benefits when formally meeting and conferring with representative(s) of District on matter within the scope of representation. Except by mutual agreement, the number of NFCOA representatives excused for such purposes shall not exceed two (2) at one time.

3 COMPENSATION

3.1 Introduction

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

3.2 Salary Increases

Year 1:

- Effective July 1, 2025—10% increase in individual members base salary to be applied retroactively from the date of the ratification of the new contract back to July 1, 2025. To include all hours worked or scheduled, including OT and all forms of leave. Including vacation, sick, ATO, LD, and Workers' Compensation.

- Following ratification by the NFCOA and approval by the District's Board of Directors, effective the January 1, 2026 pay period, the Educational Incentive Program (formerly Section 3.5.1 of the immediately preceding MOU) is "retired," removed from the MOU in its entirety, and, upon termination of the program, the District will increase individual members base salary by 1.9%, the cost of the Educational Incentive Program. This 1.9% increase is in addition to the July 1, 2025 increase of 10.0%..

Year 2:

- Effective July 1, –2026 — 5% increase to individual member base salary.

Year 3:

- Effective July 1, 2027 — 4% increase to individual member base salary.

Day Battalion Chiefs receive a day differential of 5%.

3.3 Budget Preservation Measures in the Event of Fiscal Emergency

Should there be a total expected property tax revenue of 0% in any fiscal year, the District will notify the Association no less than one (1) month prior to the June Board meeting that a budget deficit task force is being formed within sixty (60) days to address all potential avenues to mitigate the budget, including, but not limited to, wages, benefits and other financial issues. The task force shall be made up of representation from NPFA, NFCOA, NSAS and other employees or their representatives. Changes proposed by the task force impacting the NFCOA MOU, associated policies, procedures, etc. shall be subject to the meet and confer process.

3.4 Pay While Acting Deputy Fire Chief

a. The District may offer the role of Acting Deputy Fire Chief to Chief Officers who are deemed qualified to fill this role by the District Board of Directors ("BOD" or "Board") and as determined by the Fire Chief when the Deputy Chief is unavailable.
b. The following outlines the exclusive structure as to how the Chief Officers should be compensated while or as a result of temporarily filling this role, notwithstanding anything to the contrary in the MOU.
c. The procedure for such temporary assignments shall be as follows:
d. The Fire Chief will determine those Chief Officers authorized to work as Acting Deputy Fire Chief when the current Deputy Chief is unavailable.

e. A member serving in the role of Acting Deputy Fire Chief shall be paid the differential between the individual's hourly rate and the Deputy Chief hourly rate (refer to Deputy Fire Chief employment agreement for hourly rate) while on regular duty hours, to a maximum of 10 hours per workday. Hours are based on the member's regular work schedule. On scheduled days off, member will be paid ½ hour of overtime for every hour of Deputy Chief coverage to a maximum of 12 hours of overtime.
f. If the Acting Deputy Chief is called into the District on emergency response for any incident, members will be paid their regular overtime rate for each hour worked. During the emergency response time, members will only receive their regular overtime rate and not both the Acting Deputy Chief rate and their regular overtime rate.
g. The Fire Chief will assign an authorized Chief Officer to the role of Acting Deputy Fire Chief based upon low hours in TeleStaff.
h. Chief Officers on promotional probation are not eligible to work as Acting Deputy Fire Chief.
i. Duties for the Acting Deputy Fire Chief include, but are not limited to:
j. Perform all duties of the Deputy Chief as directed by the Fire Chief and/or the Board President.
k. It is understood that circumstances may arise requiring the Acting Deputy Fire Chief to work in the District on a normally scheduled day off.
l. Administrative and operational management of the Fire District twenty-four (24) hours a day, seven (7) days a week.
m. Respond to emergency incidents in support of the Incident Commander and Incident Command Post.
n. Conduct recurring OPS meetings.
o. All other duties as described in the Deputy Fire Chief job descriptions.
p. Attend community interaction events as directed by the Board President.

3.5 Continuing Professional Education

3.5.1 Continuing Education Leave–Chief Officers

The District agrees to provide each Chief Officer with up to forty (40) hours of administrative paid time off per calendar year to attend qualifying educational programs. Qualifying programs include:

- Coursework toward a Bachelor's or Master's degree.
- Training or classes intended to prepare the employee for advancement to the next rank.
- Courses directly related to the employee's current area of responsibility.

Chief Officers holding the rank of Battalion Chief shall be compensated for a minimum of eight (8) hours and up to ten (10) hours of overtime pay per day for attendance at approved conferences or classes on days when they are not scheduled to be on duty.

The District shall cover reasonable and necessary expenses associated with approved continuing education, including tuition, textbooks, travel (including mileage), lodging, and meals, subject to standard reimbursement procedures and pre-approval requirements.

Approval of continuing education leave and associated expenses shall be contingent upon the operational needs of the District and the availability of budgeted funds. The District reserves the right to deny any request for leave if it would adversely impact staffing levels or the delivery of essential services.

Educational leave hours shall not carry over into the following calendar year.

The District shall provide continuing education for EMT or Paramedic recertification and cover the cost of State of California licensing, but will not pay any late fees or penalties, and must show proof of receipt.

3.5.2 Emergency Response Pay

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

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

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

3.5.3 Overtime

Chief Officers' overtime compensation:

1. All Battalion Chief ("B/C") overtime will be compensated at 1 ½ times the regular rate of pay for actual hours worked beyond their normal scheduled work hours.
    a. Includes overtime for meetings and classes required by the District.
    b. All operationally qualified B/Cs will have equal opportunity to shift overtime based on the lowest hours.
    c. Shift B/C Compensatory Time Off ("CTO") accrual shall be capped at a maximum of 72 hours in their bank.
    d. Day B/Cs that are operationally qualified will receive overtime pay at 1 ½ times the Shift B/C hourly rate and may not take overtime ("OT") in CTO.
    e. Day B/C deployed out-of-county shall receive day B/C overtime rate.
    f. With the Chief's approval, a day B/C that is not operationally qualified can work overtime in their assigned position and earn OT or accrue CTO to a max of 72 hours.

g. BCs must obtain the Fire Chief's approval (by email) to work on special projects requiring time outside their normal work schedule.
h. The District will calculate regular rate of pay pursuant to the requirements of the federal law.

3.5.4 Compensatory Time Off

Members who work overtime will be given the opportunity to convert their time worked into CTO in lieu of overtime pay.

CTO accrual shall be capped at a maximum of 72 hours in a member's bank at any given time for shift members and 72 hours in a member's bank for day members. Every full hour of overtime worked equals 1 hour of CTO credit plus payment of ½ hour at the member's regular rate of pay (i.e., a combination of 24 hours of time off and 12 hours pay for shift members and 8 hours of time off and 4 hours pay for day members). CTO shall accrue up to a maximum of 24 hours per 24-hour shift for shift personnel, and 8 hours per 8-hour workday for day personnel.

Day Members Compensatory Time Off

Day Personnel who work overtime will be given the opportunity to convert their time worked into CTO. This includes all eligible sources of overtime, including but not limited to emergency responses, fire investigations, safety standby, fire watch, special events, and approved training up to the maximum allowable accrual of 72 hours.

3.5.5 Sick, CTO and Vacation Leave Calculations When Moving Between B/C Assignments

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

The District understands the Associations position on Section 3.4.5 and believes that there is a remedy that both sides can agree on. Unfortunately, the possibility of this section being remedied during these negotiations is unlikely due to factors outside of the control of the District or the Association including but not limited to extensive legal consultation. The District is proposing to table NFCOA Proposal #7 during these negotiations in an effort to complete the MOU and provide the members with a contract through June 30, 2028. The District understands the importance of this section and that it may also impact members within the NPFA. Therefore, the District proposes negotiations of this section to include the NPFA and the remedy to be published and agreed upon in a side letter and attached in both MOUs. The District and Association will make every effort to remedy this situation and agree to that remedy by January 14, 2026. The District and NFCOA agree to spend no more than $4,000 individually on legal fees to resolve this issue. Effected members will have their sick leave audited for their entire time served minus the number of hours used during their time served to develop a net number of sick hours. Any conversion will be made on the net hours remaining in the member's bank. Effected members will have their leave account adjusted to reflect the net number of sick hours. The net number of hours for effected members will be the subject of a future meet and confer between the District and NFCOA. Both parties will agree on conversion rates based upon by parameters of California Labor Law. The intent of the meet and confer is for the parties

to reach agreement on a process that will govern conversion of paid leave hours. The District will notify each B/C of their net value calculated based on the amount of leave accrued versus the amount of leave used over the years.

4 BENEFITS

4.1 Introduction

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

4.2 Insurance for Active Members

Medical

District Employer Contribution for Medical Insurance Benefits

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

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

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

Supplemental Benefit Allowance

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

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

The District's contribution towards medical insurance premiums is based upon the FDAC/EBA 2010 Kaiser HMO premiums and the CalPERS Kaiser HMO premium in 2011. This rate shall be adjusted annually based upon the Kaiser HMO premium.

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

Section 125 Cafeteria Plan

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

Medical Insurance Stipend

Members who opt out of the District's medical insurance will receive $350.00 per paycheck ($700.00 per month) in contributions to their 457(b) account.

Members who choose not to participate in the District's medical insurance program are not eligible to receive any Supplemental Benefit Allowance as described previously.

The District requires all members to have a medical insurance plan. Members choosing this option will submit a Waiver of Medical Insurance Coverage form.

Dental

The District shall pay 100% of the premium for dental coverage for $1500 per person per year, for all members and their dependents.

The District's dental plan covers orthodontia for adults and children. The orthodontia benefit is 50% to a maximum of $1,500 and is subject to an annual deductible.

The annual deductible is $50 ($150 for Family) and does not apply for Preventive Care Services. The deductible applies to Basic, Major and Orthodontia Care.

Vision

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

Life

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

Employee Assistance Program

The District reserves the exclusive right to enter into an Employee Assistance Program ("EAP") offering counseling sessions for members and their dependents. The current EAP program offers online services. The District has the exclusive right to change the EAP provider at any time. In an effort to provide continuity of care, for those members receiving assistance, the District will consult with the NFCOA and NPFA prior to changing EAP providers. The current EAP program through Concern Health offers ten (10) counseling sessions per issue, per year for all members and their dependents, along with online services.

4.3 Insurance for Retired Members

Medical

District Employer Contribution for Retiree Medical Insurance Benefits

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

The amount required by Government Code Section 22892 shall be the District Employer Contribution for Retiree Medical Insurance Benefits. This contribution is required only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

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

Any contribution provided to a retired member under this provision shall not exceed the District Employer Contribution for Retiree Medical Insurance Benefit as described previously. The District contribution to retired member's medical coverage shall be required only to the extent required by law.

Supplemental Retiree Benefit Allowance

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

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

The amount the District pays towards a medical insurance plan premium will be paid in a manner that does not impact the retired member's tax liabilities.

Any Supplemental Retiree Benefit Allowance can only be used by a member to offset the cost of participation in District sponsored medical benefits.

Supplemental Retiree Benefit Allowance Provisions	Vesting Formula
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.	Years of Service/Percentage 0 to end of year 4 – 55% 5 to end of year 9 – 60%
2.) Each member shall accrue an additional 0.75% for each year of service. This percentage will be added to the original vesting percentage to a maximum of 80%.	10 – end of year 14 – 65% 15 – end of year 19 – 70% 20 – end of year 24 – 75%
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%.	25 – 30 – 80%

Members promoted on or after January 1, 2017

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

Dental

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

Vision

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

Most Favored Nations

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

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

4.4 Retiree Health Savings Account

The District will make the same contribution for all members to their Retired Health Savings Account ("RHSA").

Currently there are multiple contributions rates to the RHSA depending on a multitude of factors. The District would like to make the same contribution for each member participating in the program to simplify the payroll system. The members will contribute $230.00 per month and the District will contribute $300.00 per month for a total combined contribution of $530.00 per month.

4.5 Deferred Compensation

For Classic Safety Tiers 1 & 2 (Members Hired before January 1, 2013)

The District shall contribute $100.00 per month toward a member's deferred compensation plan, provided the member contributes at least $100.00 per month.

For Public Employees' Pension Reform Act of 2013 ("PEPRA") Safety Tier 3 (Members Hired between January 1, 2013 and June 30, 2017)

The District shall contribute $200.00 per month toward a member's deferred compensation plan, provided the member contributes at least $100.00 per month.

For PEPRA Safety Tier 3A (Members Hired on or after July 1, 2017)

The District shall contribute $300.00 per month toward a member's deferred compensation plan, provided the member contributes at least $100.00 per month. Members who have contributed money into the Roth portion of their 457(b) account will receive a completed IRS Form 8606 noting the amount of money which have had taxes withheld.

4.6 Retirement

Tier	Membership Dates	Benefit Formula	Min Age	Max Cola	HAC Period
Safety Classic Tier 1	Prior to January 1, 2008	3% at 50	50	4%	1 Year
Safety Classic Tier 2	January 1, 2008 to December 31, 2012	3% at 55	50	4%	1 Year
Safety PEPRA Tier 3	January 1, 2013 to June 30, 2017	2.7% at 57	50	4%	3 Years
Safety PEPRA Tier 3A	July 1, 2017 to Present	2.7% at 57	50	2%	3 Years

Classic Retirement Safety Tier (3% @ age 50)

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

Classic Retirement Safety Tier 2 (3% @ age 55)

For members hired January 1, 2008 to December 31, 2012 the District adopted a 3% @ age 55 retirement tier for all safety members hired on or between these dates.

PEPRA Safety Tier 3 (2.7% @ age 57)

Effective January 1, 2013 to June 30 2017 the District complied with the PEPRA Tier 3 of 2.7% @ age 57 for all employees hired on or between these dates.

Safety Tiers 1, 2 & 3

Safety members hired in Tier 1, Tier 2, and Tier 3 will receive a Cost-of-Living Adjustment ("COLA") to a maximum of 4% annually.

PEPRA Tier Safety 3A (2.7% @ age 57)

Effective July 1, 2017, to Present the District shall establish a new PEPRA tier for safety members hired on or after July 1, 2017. This tier will have a maximum COLA of 2% annually. Marin County Employees' Retirement Association ("MCERA ") identifies this as Safety Tier 3A.

4.7 Payout for Annual Sick Leave Accrual in Excess of Maximum

A member who accrues sick leave in excess of the maximum of 2,912 hours for shift members and 2,080 for day members, shall have their excess sick leave hours cashed out and compensated as pay at a rate of 100% of their current regular rate of pay on their paycheck for the first full pay period in January.

4.8 Sick Leave Conversion to MCERA Service Credit at Retirement

When an employee retires from the District through MCERA, the employe will be credited with 100 percent of their unused sick leave, accumulated as of the date of their retirement. To be eligible, the employee must terminate active employment and begin retirement the day after their termination date. There shall be no payoff for any unused sick leave. Converted sick leave service credit is added to the employee's total service credit when the MCERA retirement benefit is calculated. Converted sick leave cannot be used to meet MCERA eligibility requirements. For example, accumulated sick leave hours cannot be used to reach the MCERA vesting requirement. To be vested the employee must have actually worked and paid contributions for the required number of years of service credit for their retirement tier as identified by MCERA. Formal written approval of this section from MCERA, delivered to both parties, is required prior to this proposal becoming fully executed.

4.9 MCERA Audit

The District shall conduct an audit of all members to determine that MCERA retirement

contributions began on the member's date of hire. If any unpaid discrepancies exist, the District shall bear all costs associated with making the member whole with the MCERA retirement system for the discrepancy. If an NFCOA member has already paid MCERA for the discrepancy between the member's hire date and the first district contribution, the member will be reimbursed the full amount in a separate check.

4.10 Pension Reform Opener

Recognizing that the landscape for statutorily created limits for retirement benefits has the potential to change, the District and NFCOA agree to return to the table within 90 days to negotiate and discuss improvements in retirement ages, formulas, pension cap, etc., resulting from legislation passed/changed during the life of this MOU. Only those sections of the MOU impacted by changes shall be re-opened.

Changes resulting from these discussions shall not be required to be implemented until the start of the next fiscal year unless earlier implementation is required by law or is agreed upon by both parties.

4.11 District and Employee MCERA Contribution after 30 Years of Service

After 30 years of participation in the MCERA, the member is no longer required to make retirement contributions. The employer continues to make contributions to MCERA until the employee's retirement or separation.

4.12 Sick Leave Incentive

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

Chief Officers on a forty (40) hour workweek will be awarded the equivalent of eight and one-half (8.5) hours of pay for each quarter of the year that sick leave is not used. FMLA leave shall not count as used sick leave.

4.13 Assignment of District Vehicles

All NFCOA members will be able to take home their district-supplied vehicle.

Use of District-Supplied Vehicles

At the discretion of the Fire Chief, all members shall be authorized to take home their District-supplied vehicle. Authorized use includes, but is not limited to:

- Travel to and from the member's assigned work shifts and stations;
- Deployment to incidents or emergency responses;
- Attendance at training exercises;
- Participation in District-sponsored public education, community interaction, or outreach events; and
- Other official District business as expressly approved by the member's supervisor or the Fire Chief.

The B/C will park and lock the District vehicle within their place of residence's garage or driveway. B/C will not self-dispatch to other jurisdiction's incidents. The vehicle is returned and secured on District property when the B/C is on vacation or extended leave. For the purpose of this section, vacation and extended leave will be any time off in excess of 14 calendar days.

When used in accordance with this provision, the District shall be fully responsible for all costs associated with the vehicle, including fuel, insurance, registration, and maintenance. Members shall not be personally liable for such costs or for reasonable wear and tear arising from authorized use.

Incidental Personal Use:

Recognizing the operational demands of Battalion Chief assignments, incidental personal use of the take-home vehicle that is reasonably related to authorized travel (for example, brief personal stops during commute or while en route to or from an authorized work-related activity) shall not constitute misuse or a violation of this policy, provided such use does not materially interfere with District business or readiness for emergency response.

Indemnification:

The District shall defend, indemnify. and hold harmless any member operating a District vehicle under this provision from any claim, loss; or liability arising out of the member's authorized use of the vehicle, consistent with applicable law and District policy. This includes incidents occurring during authorized travel to and from work, deployment to emergencies. or other approved District-related activities.

District Communications and Off-Duty Availability

Battalion Chiefs will have the option to take home their district supplied vehicle with the expectation that they will check their District phone at least twice a day while off duty. Any correspondence lasting over 15 minutes will be compensated in accordance with District overtime policy.

Battalion Chief's opting to take home their vehicle will not constitute being on-call.

Battalion Chiefs are not required to be on call during off-duty hours and may choose to be unavailable when not on duty. When practicable, a Battalion Chief who anticipates being unavailable for an extended period is encouraged to provide advance notice to the Fire Chief, Deputy Chief, and/or command staff as a professional courtesy.

4.14 CSFA Dues

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

5. LEAVES

5.1 Introduction

This section includes descriptions for the different type of leave programs including administrative leave, bereavement leave, catastrophic leave, CTO, FLMA, family sick leave,

flex time, general sick leave, shift trades, and vacation.

5.2 Bereavement Leave

Immediate family members are defined under Government Code Section 12945.7. The district will update Policy 1049.
Bereavement leave (equals five paid workdays off, regardless of shift or day schedule, plus one day of travel) is granted for members in the event of the death of a qualifying family member. A family member shall only include: spouse, mother, father, child (which shall include a biological child, adopted child, foster child, stepchild, legal ward, or child of a domestic partner), grandmother, grandfather, sister, brother, brother-in-law, sister-in-law, spouse's parents and spouse's grandmother, grandfather, grandson, granddaughter, and domestic partners.

Refer to Policy 1049 "Sick and Other Health Leaves" for additional guidelines on bereavement leave. Changes to Policy 1049 and other policies related to wages, benefits, and working conditions are subject to the "meet and confer" process.

5.3 Catastrophic Leave

Permanent full-time and part-time members who are incapacitated due to an off-duty-catastrophic illness or injury or loss of a spouse or child may retain their position within the organization, with pay and benefits for a period of up to one (1) year. The program will be known as the Catastrophic Leave Plan. Refer to Policy 1049 "Sick and Other Health Leaves" for complete guidelines on catastrophic leave.

A catastrophic illness or injury is a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude a member from returning to work for an extended period of time, during which the member will exhaust all of their accumulated leave balances.

Changes to Policy 1049 and other policies related to wages, benefits and working conditions are subject to the "meet and confer" process.

5.4 Compensatory Time Off

Defined in Section 3.5.4.

5.5 Family Medical Leave

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

5.6 Family Sick Leave

In accordance with California Law the District will allow a member to use up to one half (½) of their yearly accrued sick leave for either (1) the diagnosis, care, or treatment of an existing health condition of (or preventative care for) family member in any calendar year, or (2) to assist a family member who is a victim of domestic violence, sexual, assault, or stalking, for purposes specified in California Law. Family members shall only include a child (that is, a

biological child, adopted child, foster child, stepchild, or legal ward) of a member or a member's spouse or domestic partner.

Family Sick Leave is leave from duty which may be granted by the District to a member due to the injury or illness of the member's immediate family which requires the member's attendance. Family Sick Leave may also be taken in order to take care of a spouse or domestic partner who has given birth.

Changes to Policy 1038 and other policies related to wages, benefits and working conditions are subject to the "meet and confer" process.

5.7 Personal Sick Leave

Personal Sick Leave is leave from duty which may be granted by the District to a member for the following purposes: (1) diagnosis, care, or treatment of an existing health condition of (or preventative care for) a member or a member's family member (as detailed in Section 5.6 Family Sick Leave above), or (2) a member who is a victim of domestic violence, sexual assault, or stalking, for purposes specified in California law. Family member shall only include a child (that is, biological child, adopted child, foster child, stepchild, legal ward) of a member or a member's spouse or domestic partner.

Changes to this section and others and to policies related to wages, benefits and working conditions are subject to the "meet and confer" process.

5.8 Flex Time

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

5.9 Vacation

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

Years of Service	Shift Accrual – Annually	Day Accrual - Annually
1 Year	6 Shifts	102 hours
5 Years	9 Shifts	153 hours
10 Years	11 Shifts	187 hours
15 Years	13 Shifts	221 hours
20 Years	16 Shifts	272 hours
25 Years	18 Shifts	306 Hours

5.10 Vacation Rollover

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

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

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

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

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

5.11 Vacation Selection

The procedure for annual vacation selection is in Policy 1048. This policy shall be adjusted to reflect that during annual vacation selection, the number of days a member may bid on will not exceed the number of vacation days in their bank, including carry-over days from the previous year(s) and any amount of vacation that would normally be accrued as of the date of the day(s) they wish to bid on.

Changes to Policy 1048 and other policies related to wages, benefits and working conditions are subject to the "meet and confer" procedure.

5.12 Holidays

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

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

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

Holidays observed by day BCs are: New Years' Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, the Friday following Thanksgiving, Christmas Eve, Christmas; and two floating holidays for all BCs.

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

5.13 Shift Trades

Members working on shift will be given the opportunity to work shift trades with other qualified members at no disservice to the District.

There are unlimited trades for permanent members who are not on entry-level probation. The District is not responsible for ensuring trades are paid back; this is the sole responsibility of the two individuals who engage trading shifts. Shift trades will not be permitted while deployed out of county unless authorized by the Fire Chief or Deputy Chief.

5.14 Emergency Leave

The use of emergency leave is intended to be conservatively interpreted as limited to extreme personal situations where the member must be home with their family such as the birth of a child, death of a family member (beyond or in addition to the time provided by the District's other leave policies) or other major emergencies relating to family members.

6 TERMS AND CONDITIONS OF EMPLOYMENT

6.1 Introduction

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

6.2 Staffing

The District's B/C positions include the following:

- Three (3) Shift B/Cs,
- One (1) Training B/C,
- One (1) EMS B/C, and
- One (1) Fire Marshal B/C.
- Plus, one (1) Director of Organizational Resources B/C position funded through August 31, 2027, at which time the District's Board of Directors will decide to continue to fund or eliminate the position..

The Fire Chief may adjust Battalion Chief assignments as needed to meet operational requirements. Whenever possible, efforts will be made to communicate and collaborate with those affected to help reduce personal inconvenience. Any adjustments to a Battalion Chief's schedule or assignment will be made with care, consideration, and clear purpose.

6.3 Required Licensure and Certifications

CPR Certification & EMT

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

6.4 Callback

6.4.1 Regular Callback

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

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

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

6.4.2 Mandatory Callback

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

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

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

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

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

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

6.5 Physicals

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

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

Firefighter physical exams are recognized to be an important part of firefighter health, injury, and illness prevention, and can provide opportunities for lifesaving early detection of diseases such as cancer. Because of this, and to ensure that the provider(s) chosen to deliver the best level of care to its members, the NFCOA shall be an active participant in the process of recruiting and selecting a service provider. The District has the exclusive right to make final decisions regarding the provider.

6.6 Exercise

The District will allocate dedicated time for all safety personnel to engage in physical fitness activities. Participation in the fitness program is mandatory for all safety members.

- Shift Personnel: Will be provided time to exercise during each shift worked.
- Day Personnel: Will receive one (1) hour per workday for exercise.

All safety members—both shift and day personnel—are required to participate in the annual fitness evaluation.

The Fire Chief, or their designee, will assess the cost-effectiveness of the program. Evaluation will be based on, but not limited to, the following criteria:

- Tracking individual progress at each evaluation period.
- Assessing overall program improvement percentages during each test period.
- Reviewing records of on-the-job injuries.
- Analyzing sick leave usage.

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

7 PROCEDURES

7.1 Update/Amend Personnel Ordinance

The District and Association agree to develop a working group/committee to update the Personnel Ordinance in order to address certain inconsistencies between the Ordinance and State Law under the Firefighter Procedural Bill of Rights, California Government Code 3250 (FBOR), and the Meyers-Milias Brown Act, California Government Code 3500 (MMBA). To reconcile these inconsistencies, we will focus on a set of amendments to the Ordinance that target only those portions of the Ordinance that are clearly preempted under state law, but that otherwise retains the basic framework and language of the Ordinance as it was originally adopted and then amended by voter initiative. In addition, the District and Association agree to review and update the Novato Way, including but not limited to the Managing Member Performance section for consistency with FBOR. Any updates must be mutually agreed upon prior to implementation and adoption of the Board of Directors. The goal for completion will be no later than twelve (12) months from the ratification of the contract.

7.2 Dispute Resolution: Grievance Process – Definition, Scope, and Right to File

1. A grievance is a claimed violation, misinterpretation, inequitable application, or non-compliance with provisions of the following:

   a) Collective bargaining agreement;
   b) Personnel ordinance;
   c) Resolutions;
   d) Existing practices affecting the status or working conditions of District employees;
   e) Complaints of harassment, discrimination, and retaliation based on protected class or activity shall be handled in accordance with District's policy 1010 Discriminatory Harassment, and shall not be subject to the grievance procedure. Complaints of harassment, discrimination, and retaliation for Association activity shall be grievable.

2. A grievance may be filed by an employee in his/her own behalf, or jointly by any group of employees, or by the Association.

3. If the District asserts that a grievance is outside the scope of the procedures or definitions contained herein, such assertion shall be evaluated and ruled upon at each step. Such claim shall not halt the further processing of the grievance until Step 3 is reached. At Step 3, the arbitrator shall evaluate the assertion, and make a ruling prior to hearing the grievance on the merits, if necessary.

7.3 Grievance Procedure Steps

1. STEP 1 – Deputy Fire Chief

   a) Within thirty (30) calendar days of the event giving rise to a grievance, the grievant shall present the grievance to the Deputy Fire Chief for disposition.

   b) The Deputy Fire Chief, or his/her designee, shall issue a written response within fourteen (14) calendar days. If the Deputy Fire Chief fails to issue a written response within fourteen (14) days, the grievant may proceed to Step 2.

2. STEP 2 – Fire Chief

   a) If the grievant believes that the grievance has not been redressed in Step 1, he/she may appeal the decision in writing to the Fire Chief within fourteen (14) calendar days of receipt of the Step 1 decision.

   b) Within twenty-one (21) calendar days after a Step 2 grievance is filed, the Fire Chief shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing.

   c) Association grievances based on a claim of a violation within its scope of representation shall be initiated at Step 2.

3. STEP 3 – Arbitration

   a) If the grievant believes that the grievance has not been adequately resolved at Step 2, the Association may file, in writing, within fourteen (14) calendar days of receipt of the Step 2 decision, a request to arbitrate the grievance.

   b) The grievance will be determined by an arbitrator selected by mutual agreement between the District and the Association.

   c) The decision of the arbitrator will be final and binding on all parties.

   d) Both parties shall endeavor to submit the grievance to the arbitrator within sixty (60) calendar days after filing of the appeal to Step 3.

7.4 Immediate Arbitration

1. In cases of alleged irreparable injury, the Association (only) may invoke "immediate arbitration." The purpose of this provision is to have a determination by the arbitrator of the propriety or impropriety of the intended action before the action/omission occurs. The parties shall, by mutual agreement, or "striking", choose an arbitrator within five (5) workdays of the grievance reaching Step 2, or use the usual "striking" procedure and timelines if the action is stayed pending a decision.

2. There shall be oral argument after the evidence is submitted. Post hearing briefs may be submitted by mutual agreement. Pre-hearing briefs may be submitted at the option of either party.

7.5 General Conditions

1. Any time limit may be extended by mutual agreement in writing.

2. An aggrieved employee may be represented by a representative of his/her choice and said representative is entitled to be present at all formal meetings, conferences, and hearings pertaining to the grievance.

3. All expenses of arbitration shall be shared equally by the District and the Association.

7.6 Life Preserver Clause

1. If a member is confronted with an immediate situation involving their health and safety, or that of their family, that they feel is not being accounted for appropriately, the Fire Chief or their designee and the NFCOA President or their designee will be immediately notified through closed loop communication such as telephone, text, or radio.

2. The Life Preserver Clause is not to be used for operational issues that should be addressed through the risk refusal or turn down policy and the operational chain of command. For operational issues see Policy 320 Risk Refusal-Standard Operating Procedure for reference.

3. A mutually agreed upon Message Precedence Policy will be established in conjunction with the inclusion of the Life Preserver Clause.

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

Date:

Signature:

Name: Michael Hadfield

Title: President, NFPD Board of Directors

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

Date:

Signature:

Name: Mike Taul

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

APPENDICES

Novato Fire District Base Pay Schedule

Note: 2,912 annual hours for shift; 2,080 annual hours for day

Classification		7/1/2024 - 6/30/2025	7/1/2025 - 12/31/2025	1/1/2026 - 6/30/2026*	7/1/2026 - 6/30/2027	7/1/2027 - 6/30/2028
Day Battalion Chief	Annual	$ 203,031.86	$ 223,335.05	$ 227,578.41	$ 238,957.33	$ 248,515.62
	Monthly	$ 16,919.32	$ 18,611.25	$ 18,964.87	$ 19,913.11	$ 20,709.64
	Semi-Monthly	$ 8,459.66	$ 9,305.63	$ 9,482.43	$ 9,956.56	$ 10,354.82
	Hourly	$ 97.61	$ 107.37	$ 109.41	$ 114.88	$ 119.48
Shift Battalion Chief	Annual	$ 193,363.88	$ 212,700.27	$ 216,741.57	$ 227,578.65	$ 236,681.80
	Monthly	$ 16,113.66	$ 17,725.02	$ 18,061.80	$ 18,964.89	$ 19,723.48
	Semi-Monthly	$ 8,056.83	$ 8,862.51	$ 9,030.90	$ 9,482.44	$ 9,861.74
	Hourly	$ 66.40	$ 73.04	$ 74.43	$ 78.15	$ 81.28

* Following ratification, education incentives added to base salary effective January 1, 2026

** Day Battalion Chiefs receive a day differential of 5%

Monthly Vacation Accrual Table

Shift Members

	Annual Accrual	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1 Year	6 Shifts / 144 Hours	12	24	36	48	60	72	84	96	108	120	132	144
5 Years	9 Shifts / 216 Hours	18	36	54	72	90	108	126	144	162	180	198	216
10 Years	11 Shifts / 264 Hours	22	44	66	88	110	132	154	176	198	220	242	264
15 Years	13 Shifts / 312 Hours	26	52	78	104	130	156	182	208	234	260	286	312
20 Years	16 Shifts / 384 Hours	32	64	96	128	160	192	224	256	288	320	352	384
25 Years	18 Shifts / 432 Hours	36	72	108	144	180	216	252	288	324	260	396	432

Day Members

Annual Accrual		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1 Year	102 Hours	8.5	17	25.5	34	42.5	51	59.5	68	76.5	85	93.5	102
5 Years	153 Hours	12.75	25.5	38.25	51	63.75	76.5	89.25	102	114.75	127.5	140.25	153
10 Years	187 Hours	15.58	31.17	46.75	62.33	77.92	93.5	109.08	124.67	140.25	155.83	171.41	187
15 Years	221 Hours	18.42	36.83	55.25	73.67	92.08	110.5	128.92	147.33	165.75	184.17	202.58	221
20 Years	272 Hours	22.67	45.33	68	90.67	113.33	136	158.67	181.33	204	226.67	249.33	272
25 Years	306 Hours	25.5	51	76.5	102	127.5	153	178.5	204	229.5	255	280.5	306

MCERA Confirmation Letter

Mcera

Phone 415 473-6147
Fax (benefits) 415 473-3612
Fax (admin) 415 473-4179
MCERA.org

September 30, 2025

Dan Peters, Fire Chief
Novato Fire Protection District
95 Rowland Way
Novato, CA 94945

Dear Chief Peters,

Thank you for providing the draft language in the proposed 2025-2028 Memorandum of Understanding between Novato Fire Protection District (District) and Novato Professional Firefighter's Association (NPFA). The draft language is listed below for reference:

4.1.5.2 Sick Leave Conversion to MCERA Service Credit at Retirement

> When an employee retires from the District through MCERA, the employe will be credited with 100 percent of their unused sick leave, accumulated as of the date of their retirement. To be eligible, the employee must terminate active employment and begin retirement the day after their termination date. There shall be no payoff for any unused sick leave. Converted sick leave service credit is added to the employee's total service credit when the MCERA retirement benefit is calculated. Converted sick leave cannot be used to meet MCERA eligibility requirements. For example, accumulated sick leave hours cannot be used to reach the MCERA vesting requirement. To be vested the employee must have actually worked and paid contributions for the required number of years of service credit for their retirement tier as identified by MCERA.

I can confirm that the draft language will address the Sick Leave Conversion issue that was communicated by MCERA to the District on May 16, 2025. We appreciate the Districts and NPFA's prompt attention to this issue.

Sincerely,

Jeff Wickman
Retirement Adminstrator

Cc: Mark Larroque, President, Novato Professional Firefighter's Association
Anya Blair, MCERA Assistant Retirement Administrator