RESOLUTION NO. 2026-8

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE NON-SWORN ADMINISTRATIVE STAFF

WHEREAS, the Non-Sworn Administrative Staff ("NSAS") is the formally recognized employee organization; and

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

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

WHEREAS, the District's Board of Directors finds that salary and benefits for the NSAS members, as described in the Employment Handbook 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 Handbook 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 11th day of March 2026, by the following vote:

AYES: Davis, Francisco, Goines, Hadfield, Silverman
NOES: NA
ABSTAIN: NA
ABSENT: None

Michael Hadfield, President, Board of Directors

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

EMPLOYMENT HANDBOOK

Novato Fire Protection District

Non-Sworn Administrative Staff

JULY 1, 2025 – JUNE 30, 2028

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EMPLOYMENT HANDBOOK

NOVATO FIRE PROTECTION DISTRICT

NON-SWORN ADMINISTRATIVE STAFF

This Employee Handbook ("NSAS Handbook") was developed by representatives of Non-Sworn Administrative Staff (hereinafter "NSAS") and the Novato Fire Protection District (hereinafter "District" or "NFPD") and explains wages, hours and other terms and conditions of employment of District employees in the NSAS representation unit.

The NSAS Handbook will be presented to the Novato Fire Protection District Board of Directors for approval for the period from July 1, 2025 to June 30, 2028.

1 GENERAL PROVISIONS

1.1 Unit Definition

The NSAS unit includes all non-sworn employees of the District except for those with individual employment agreements with the District.

1.2 Member Definition

Member means an employee of the District who is a member of the NSAS unit.

1.3 NSAS Positions

As provided in Section 1.1, the NSAS unit includes all non-sworn employees of the District except for those with individual employment agreements with the District. As of March 1, 2026, the NSAS unit consists of the following positions:

- Accountant
- Administrative Assistants
- Administrative Assistant – Prevention
- Contracts & Purchasing Specialist
- Fire Prevention Specialist
- Information Technology Technician
- Part-Time Administrative Classification 1 (Minimum 18 hours/week)
- Part-Time Administrative Classification 2 (Minimum 30 hours/week)
- Payroll Accounting Technician

The Fire Chief may change the composition of the NSAS unit at any time.

1.4 Business Clause

With approval, members may use a reasonable amount of work time to conduct NSAS business. Members will not countermand a supervisor or course of District business.

2 COMPENSATION

2.1 Salary Increases

Year 1:

- Effective upon approval of this NSAS Handbook by the Board of Directors:
    - 10.0% increase to each individual member's base salary, and
    - Retro Pay back to July 1, 2025. Retro Pay is a financial incentive tied to ongoing and prospective service to the District and is not extra compensation for any services rendered to the District prior to the date of ratification of this Employment Handbook. Retro Pay payment is, however, regular pay for essential duties provided to all similarly situated members of the NSAS unit who are in active employment status as of the date of ratification of this Employment Handbook. Active employment status means the NSAS unit member actively worked one or more shifts in the 15-calendar-day period immediately preceding the date of approval of this Employment Handbook. Retro Pay will be calculated by taking the difference between the member's old hourly rate and new hourly rate and multiplying that difference by all hours paid to the member from July 1, 2025 through the date of approval of this Employment Handbook by the Board. Retro Pay will be paid in accordance with the District's normal payroll procedure and subject to applicable withholdings and deductions.

Year 2:

- Effective July 1, 2026, a 5.0% increase to each individual member's base salary.

Year 3:

- Effective July 1, 2027, a 4.0% increase to each individual member's base salary.

2.2 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 provide notice 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 will include representatives of NPFA, NFCOA and NSAS units, and other employees or their representatives.

2.3 Salary Ranges

Salary ranges are listed on Page 19.

2.4 Educational Incentive Contributions to 457(b) Deferred Compensation Plan

Members of the NSAS unit may earn educational incentives for the following items, at the percentages listed. Members may receive the educational incentive for one degree only, to a maximum of 3.0%:

a. Associate Degree* = 2.0%

b. Bachelor's Degree* = 3.0%

**From an accredited college, university, or vocational school approved by the District.*

2.5 Overtime

Members will be compensated at time and one-half for actual hours worked in excess of 40 hours in the seven-day work week (Sunday through Saturday). Overtime must be approved in accordance with the terms set forth by the Overtime Policy. Members may elect to take Compensatory Time Off (CTO) in lieu of overtime.

2.6 Compensatory Time Off

Members who work overtime will be given the opportunity to convert their time worked into CTO. CTO will accrue at 1 ½ hours per hour worked. CTO accrual will be capped at a maximum of 96 hours. CTO hours in excess of 96 hours will be cashed out. CTO older than one year will be cashed out.

2.7 Special Assignment Pay

A "Special Assignment" is defined as continuous performance of duties usually performed by others, due to vacancy, extended leave, or the operational needs of the District. Special Assignment Pay is not intended to reward routine workload fluctuations, professional development, or incidental higher-level tasks, but rather to compensate employees who are effectively operating out of classification. Assignments made during "Declared Emergencies" that include the District jurisdiction authorized by the County of Marin, the State of California, or the federal government are not eligible for Special Assignment Pay. When it is determined that the needs of the District require adding assignments to an existing member usually completed by others, the Fire Chief or their designee will meet with the employee being assigned additional duties, and forward written communication to payroll for processing Special Assignment Pay to Human Resources and any other required division. Compensation for Special Assignment Pay

(Extra Duty Incentive Pay) will be compensated at eight percent (8.0%) above the employee's current salary for Special Assignments lasting ten (10) days or longer. Special Assignment Pay will be effective the first day the employee was directed to perform Special Assignment duties. An employee's eligibility for sick leave, vacation, or CTO accrual will not change from the employee's regular position. If the Special Assignment lasts 18 months or longer, the District will determine whether to fill the position or reclassify existing employees. An NSAS unit member will not be eligible for Special Assignment Pay for assignments performed and completed prior to March 1, 2026 whether or not such assignments are included in the employee's current Job Description.

3 BENEFITS

3.1 Vacation Leave

3.1.1 Vacation Leave Accrual

Vacation accruals are based on twenty-four (24) pay periods per year. Vacation accruals for employees assigned less than full-time will be prorated. For example, an employee assigned to an 80% schedule will accrue vacation at eighty percent (80%) of the applicable full-time annual accrual rate. Employees will move to the applicable vacation accrual rate for their completed years of service effective the first full pay period in January of the year in which the service milestone is reached, rather than on the employee's anniversary date.

Completed Years of Service	Annual Accrual Hours (100% FTE)	Semi-Monthly Accrual Hours (100% FTE)	Annual Accrual Hours (80% FTE)	Semi-Monthly Accrual Hours (80% FTE)
0-4 years	102.00	4.25	81.60	3.40
5-9 years	153.00	6.38	122.40	5.10
10-14 years	187.00	7.79	149.60	6.23
15-19 years	221.00	9.21	176.80	7.37
20-24 years	272.00	11.33	217.60	9.07
25+ years	306.00	12.75	244.80	10.20

Vacation leave must be used in 4 hour or greater increments. Members who have vacation hour balances less than four (4) hours may use the accrued hours in any increments up to the maximum of their accrued vacation hours.

3.1.2 Vacation Rollover

The District allows members to rollover their annual vacation shifts to the following year, and each member may bank twice their annual vacation accrual in this account.

If a member is unable to use earned vacation time due to staffing issues the unused vacation time may rollover to the next calendar year providing there are no days remaining in the year for the member to take earned vacation time. All vacation time carried over must be used as regular vacation time.

3.1.3 Vacation Cash Out

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

3.2 Holidays

3.2.1 Paid Holidays

Paid Holidays for day personnel are: New Years' Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, the Friday following Thanksgiving, December 24, and December 25, and two (2) floating holidays taken at the member's discretion.

3.2.2 Floating Holidays

Full time members will receive 16 hours of floating holiday time annually. Part-Time Administrative Classification 2 members will receive 12 hours annually; Part Time Administrative Class 1 members will receive 8 hours annually. Floating holidays leave must be used in four (4) hour or greater increments. NSAS members with floating holiday balances less than four (4) hours may use the accrued hours in any increment, up to the maximum of their accrued vacation hours.

3.3 Sick Leave

3.3.1 Sick Leave Accrual

Members accrue sick leave each month at the following rates:

- Full-time (40 hours per week): 8.5 hours
- Part-time (32 hours or more per week): 6.8 hours
- Maximum sick leave accrual is 2,080 hours

3.3.2 Sick Leave Incentive

All full-time members will be awarded the equivalent of 8.5 hours of pay for each quarter of the year that sick leave is not used. This benefit is prorated for part-time members, e.g., 32 hours is 80% of the full-time benefit, 6.8 hours of pay for each quarter. FMLA leave will not count as used sick leave. The sick leave incentive amount will be contributed into the member's deferred compensation account.

3.3.3 Sick Leave Cap

The Sick Leave Cap is 2,080 hours.

3.3.4 Excess Sick Leave Contribution to Deferred Compensation (457(b) Plan)

The first full pay period in January, a member who accrues sick leave in excess of the maximum of 2,080 hours will have their excess sick leave hours contributed to their deferred compensation account at a rate of 100% of their current regular rate of pay.

3.3.5 Sick Leave Conversion to MCERA Service Credit at Retirement

When a member retires from the District through MCERA, the member will be credited with 100 percent of their unused sick leave, accumulated as of the date of their retirement. To be eligible, the member must terminate active employment and begin retirement the day after their termination date. There will be no payoff for any unused sick leave. Converted sick leave service credit is added to the member'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 member must have actually worked and paid contributions for the required number of years of service credit for their retirement tier as identified by MCERA.

3.4 Insurance for Active Members

Medical

District Employer Contribution for Medical Insurance Benefits

The District contracts 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 will 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 members regularly assigned a work schedule of 30 hours or more per week who are eligible to participate in the District's medical insurance benefits. Receipt of any Supplemental Benefit Allowance will be in addition to the District Employer Contribution that is provided in the previous paragraphs.

The Supplemental Benefit Allowance provided to a member will 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 will 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 will be adjusted annually based upon the Kaiser HMO premium.

Eligible 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

The District will provide a $700.00 per month stipend to a deferred compensation plan for members who choose not to participate in the District's medical insurance program.

Eligible 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 will pay 100% of the premium for dental coverage ($1,500 per person per year) for all members regularly assigned a work schedule of 30 hours or more per week.

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 Services, and Orthodontia Care.

Vision

The District will pay 100% of the premium for vision coverage for all members regularly assigned a work schedule of 30 hours or more per week.

Life

For all members regularly assigned a work schedule of 30 hours or more per week, the District agrees to contribute twelve dollars ($12.00) per month toward the member's life insurance plan and the District will deduct the remaining required premium from the member's paycheck.

It is understood and agreed that life and accidental death and dismemberment (AD&D) insurance plans are under the control of the individual member, and the District assumes no responsibility or liability for the maintenance, sponsorship or scope of the plans and their benefits.

Disability – AFLAC Insurance, All Tiers

The District will contribute the following amounts per month to the members applicable base salary for disability insurance:

- Full-time (40 hours per week): $150.00/month
- Part-time (32 hours or more per week): $120.00/month

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. The current EAP program through Concern Health offers ten (10) counseling sessions per issue per year for all members and their dependents along with on-line services.

3.5 Insurance for Retired Members

Medical

District Employer Contribution for Retiree Medical Insurance Benefits

The District contracts 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 will 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 will not exceed the District Employer Contribution for Retiree Medical Insurance Benefit as described previously. The District contribution to retired member's medical coverage will 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 who, prior to retirement, were regularly assigned a work schedule of 30 hours or more per week. Receipt of any Supplemental Retiree Benefit Allowance will be in addition to any employer contribution that is provided in the previous paragraphs, see District Employer Contribution for Retiree Medical Insurance Benefits on page 2-4.

The Supplemental Benefit Allowance provided to a member will be determined based on a member's participation level (Tier 1 or Tier 2). The District will pay 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 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

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

Beginning June 1, 2015, the District will provide a Supplemental Retiree Benefit Allowance based upon a vesting formula. Each member will fall into a category below based on current years of service as of June 1, 2015.

CURRENT YEARS OF SERVICE AS OF JUNE 1, 2015	VESTING BASE
0 TO 5 YEARS	55%
5 TO 10 YEARS	60%
10 TO 15 YEARS	65%
15 TO 20 YEARS	70%
20 YEARS OR MORE	75%

Each member will 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 will be the total percentage of healthcare premium that is paid for by the District covering family, member and spouse or single of the Kaiser HMO Premium to a maximum of 75% on April 1, 2023 and 70% on April 1, 2028.

A one-time vesting base formula adjustment to 70% for current members who were over the age of forty and had eleven years of service or less on June 1, 2015.

Retired Medical Insurance Tier 2 – Members Hired on or after January 1, 2015 (Future Members not yet Hired)

Members hired on or after January 1, 2015 may purchase medical insurance through the District in retirement and the District will pay the minimum contribution required under the PEMHCA law.

Dental

Retired members may purchase dental insurance through the District; the retired member pays 100% of the premium cost.

Vision

Retired members may purchase vision insurance through the District; the retired member pays 100% of the premium cost.

3.6 Retiree Health Savings Account

The District will make the same contribution for all members to their Retired Health Savings Account ("RHSA"). Each member will contribute $230.00 per month to their RHSA and the District will contribute $300.00 per month for a total combined contribution of $530.00 per month.

3.7 Deferred Compensation

Provided a member contributes at least $100.00 per month to their 457(b) plan, the District will make a monthly contribution to the member's 457(b) plan as follows:

- $150.00 for General Classic Tier 1 (hired before January 1, 2013)
- $200.00 for General PEPRA Tier 2 (hired between January 1, 2013 and May 31, 2015)
- $300 for General PEPRA Tier 2A (hired on or after June 1, 2015)

3.8 Retirement

Tier 1 Retired Employees

Eligible members hired before January 1, 2013 accrue retirement benefits through the Marin County Employees Retirement Association (MCERA) as follows:

- 2% at age 55
- Annual Cost of Living Adjustment (COLA) not to exceed 4%
- Highest 12-month period for determining final average compensation

Tier 2 Retired Employees

Eligible members hired between January 1, 2013 and May 31 2015 accrue retirement benefits through MCERA as follows:

- Retirement pay rate of 2% at 62 years of age
- Annual COLA not to exceed 4%
- Three (3) year average for determining final average compensation

Tier 3 Retired Employees

Eligible members hired after June 1, 2015 accrue retirement benefits through MCERA as follows:

- Retirement pay rate of 2% at 62 years of age
- Annual COLA not to exceed 2%
- Three (3) year average for determining final average compensation

Eligible members are responsible for 100% of the member's retirement contribution to MCERA. MCERA determines eligibility and requires a member to work at least 75% of full-time (e.g., 30 hours a week) in a permanent position. Members who are employed less than 75% of full-time are not eligible to participate in MCERA. (See https://www.mcera.org/members.)

3.9 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.

3.10 Pension Reform

In recognition that the landscape for statutorily created limits for retirement benefits has the potential to change, the District may consider improvements in retirement ages, formulas, pension cap, etc., resulting from future legislation passed or changed. Any changes implemented by the District will be at the start of the next fiscal year unless earlier implementation is required by law.

3.11 Continuing Education and Career Development

As funding allows, and as approved by the Division supervisor, career development for members includes books, tuition or conference fee, and up to 80 hours of paid leave per year for full time members (prorated based for part-time, e.g., 32 hours is 80%, 64 hours) in one-week increments to attend conferences or classes (in person or virtually). The selection of conferences and classes will be by mutual agreement between the member and division supervisor, but must be within the scope of the job requirements for the position held. Career development may be pursued for the position immediately above the current position if all training has been completed for the existing position and the member meets or exceeds standards for existing annual evaluation categories, if appropriate and with approval from the Fire Chief.

4 LEAVES

4.1 Bereavement Leave

Bereavement leave, up to five paid workdays off, is granted to a member in the event of the death of a qualifying family member. A family member will only include: spouse, mother, father, child (which will 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.

4.2 Catastrophic Leave

A permanent full-time member who is incapacitated due to an off-duty catastrophic illness or injury may retain their position within the organization, with pay and benefits for a period of up to one year. The program is known as the Catastrophic Leave Plan. 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. Part-time members are not eligible for Catastrophic Leave. Refer to Policy 1049 "Sick and Other Health Leaves" for complete guidelines on catastrophic leave.

4.4 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.

4.5 Family Medical Leave

To the extent not already provided for under current leave policies and provisions, the District will provide family and medical leave for eligible members as required by state and federal laws. Eligibility requirements are outlined in the District's Family and Medical Leave Policy.

4.6 Family Sick Leave

The District will allow a member to use up to one half (½) of their yearly accrual of sick leave for either (1) the diagnosis, care, or treatment of an existing health condition of (or preventative care for) a 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 member will 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.

4.7 Personal Sick Leave

Personal Sick Leave is leave from duty which may be granted by the District to a member for the following purposes: (i) 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 4.6 above), or (2) a member who is a victim of domestic violence, sexual assault, or stalking for purposes specified in California law. Family member will 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.

4.8 Flex Time

Full-time members will be given the opportunity to work Flex Time with approval of their supervisor, and in accordance with the Flex Time for Day Personnel policy.

4.9 Parental Leave

The District understands the importance of Parental Leave and that it will impact all employees of the District. Therefore. the District intends to form a working group to gather information and explore policy financial considerations relevant to the District's parental leave benefit policy.

5 TERMS AND CONDITIONS OF EMPLOYMENT

The District believes that it is important for members in the NSAS unit to have significant promotional opportunities for career advancement.

5.1 Staffing

The District reserves the right to review any staffing decision, including the impact of staffing regarding extraordinary circumstances.

5.2 Emergency Response

NSAS unit members may be called upon to respond to the District when the Emergency Operations Center (EOC) is activated. NSAS members will be eligible for overtime or CTO On for hours worked out of their regularly scheduled hours.

5.3 Reduced Hours

The Fire Prevention Specialist is authorized by the Fire Chief to work a 32 hour a week schedule and will accrue benefits at 80% of the rates applicable to a 40 hour a week schedule. Reduced hour assignments are determined at the sole discretion of the Fire Chief and are subject to change based on the operational needs of the District.

5.4 Uniforms

The District will cover the cost of the badge shirt for the Fire Prevention Specialist and three (3) polos for the Administrative Assistant – Prevention.

5.5 Telecommuting

Eligibility, approval, duration, scheduling, and operational requirements for telecommuting are subject to the requirements of Policy 1057 and supervisory discretion. Telecommuting does not alter an employee's duties, obligations, responsibilities, or terms and conditions of employment.

5.6 Driver's License

5.6.1 Licensure

All personnel will be required to possess a minimum licensure from the California Department of Motor Vehicles consistent with the Driver License Requirements Policy, at no cost to the District, within 12 months of their official hire date and maintain a valid driver's license at all times during employment as a condition of employment. If the member fails to maintain licensure, the member will be placed on unpaid leave (or allowed to use any accrued vacation and CTO time) until such time they can regain their license for a period not to exceed six months. If the license has not been regained after six months, the District reserves the right to administratively disqualify and release the member from employment in accordance with the procedures established in the Managing Member Performance Issues Policy.

5.6.2 Violations and Infractions

The District will handle any member violations and infractions resulting in suspension and or restriction of a member's driving privileges on a case-by-case basis. Disqualification of driving privileges by operation of AB 3049 will not result in automatic termination.

5.7 Wellness and Fitness

5.7.1 Physical Fitness Program

Full time members may use Physical Fitness time per the District's Physical Fitness Policy.

5.7.2 Industrial Illnesses and Injuries

Injured workers deserve immediate and appropriate care for legitimate job incurred illnesses and injuries in accordance with state and federal laws.

The NSAS unit members will work in good faith to assist with future workers compensation changes, understanding that cost saving measures and fewer workers compensation claims will help stabilize rising costs.

5.7.3 Tobacco

Personnel will refrain from the use of all tobacco products while at work.

5.7.4 Alcohol and Drug Use

Managers and supervisors may request that a NSAS unit member submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that a member is intoxicated or under the influence of drugs or alcohol while on duty. Reference Drug and Alcohol Free Workplace policy #1025 for additional information.

"Reasonable Suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that a member is under the influence of drugs or alcohol so that the member's ability to perform the functions of the job is impaired or so that the member's ability to perform his/her job safely is reduced. For example, any of the following actions or behaviors, alone or in combination, may constitute reasonable suspicion:

- Slurred speech
- Alcohol odor on breath
- Unsteady walking and movement
- An accident involving District property, where it appears the member's conduct is at fault and either the damage equals or exceeds $5,000, or bodily injury has occurred
- Physical altercation
- Verbal altercation
- Unusual behavior
- Any specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the member
- Information obtained from a reliable person with personal knowledge

6 PROCEDURES

6.1 Documentation of Discipline

Documentation of discipline will be placed in a member's personnel file and will remain in the file for the following time periods:

- Step 1 Written Reprimand: Two (2) years
- Step 2 Suspension(s): Four (4) years

Additional Time Periods

1. If subsequent discipline occurs during this period of time, all disciplinary action will remain in the member's personnel file until the most recent action is removed in accordance with time frames set above.
2. After this period, the document will be placed in a separate file. This information will not be available to promotion boards or to people outside the District for employment reference checks or other purposes unless the

member has given written authorization or the District is required to provide it.

3. If the documentation of a disciplinary action is removed from the member's personnel files, the action will not be relied upon as the basis for progressive disciplinary action should another incident occur warranting discipline. However, the District may use such documentation to refute a claim regarding the member's overall employment record or to refute a claim that the member did not have knowledge of a policy, right, or standard.

6.2 Grievance Procedure

6.2.1 Process

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 will be handled in accordance with District's policy 1010 Discriminatory Harassment, and will not be subject to the grievance procedure. Complaints of harassment, discrimination, and retaliation for NSAS activity will 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 NSAS.

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

6.2.1 Steps

1. <u>STEP 1</u> – Deputy Fire Chief

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

   b) The Deputy Fire Chief, or his/her designee, will 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 will investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing.

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

6.3 Life Preserver Clause

In the event 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 member will notify the Fire Chief or their designee immediately through closed loop communication such as telephone, text, or email.

NOVATO FIRE DISTRICT
NSAS BASE PAY SCHEDULE

Classification		7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2027 - 6/30/2028
Administrative Assistant	Annual	$ 82,300.24	$ 86,415.25	$ 89,871.86
	Monthly	$ 6,858.35	$ 7,201.27	$ 7,489.32
	Semi-Monthly	$ 3,429.18	$ 3,600.64	$ 3,744.66
	Hourly	$ 39.57	$ 41.55	$ 43.21
Administrative Assistant - Prevention	Annual	$ 121,121.84	$ 127,177.93	$ 132,265.04
	Monthly	$ 10,093.49	$ 10,598.16	$ 11,022.09
	Semi-Monthly	$ 5,046.74	$ 5,299.08	$ 5,511.04
	Hourly	$ 58.23	$ 61.14	$ 63.59
Contracts & Purchasing Specialist	Annual	$ 135,300.00	$ 142,065.00	$ 147,747.60
	Monthly	$ 11,275.00	$ 11,838.75	$ 12,312.30
	Semi-Monthly	$ 5,637.50	$ 5,919.38	$ 6,156.15
	Hourly	$ 65.05	$ 68.30	$ 71.03
Accountant	Annual	$ 99,137.41	$ 104,094.28	$ 108,258.05
	Monthly	$ 8,261.45	$ 8,674.52	$ 9,021.50
	Semi-Monthly	$ 4,130.73	$ 4,337.26	$ 4,510.75
	Hourly	$ 47.66	$ 50.05	$ 52.05
IT Technician	Annual	$ 105,215.09	$ 110,475.84	$ 114,894.88
	Monthly	$ 8,767.92	$ 9,206.32	$ 9,574.57
	Semi-Monthly	$ 4,383.96	$ 4,603.16	$ 4,787.29
	Hourly	$ 50.58	$ 53.11	$ 55.24
Payroll Accounting Technician	Annual	$ 99,137.41	$ 104,094.28	$ 108,258.05
	Monthly	$ 8,261.45	$ 8,674.52	$ 9,021.50
	Semi-Monthly	$ 4,130.73	$ 4,337.26	$ 4,510.75
	Hourly	$ 47.66	$ 50.05	$ 52.05
Fire Prevention Specialist*	Annual	$ 97,891.20	$ 102,785.76	$ 106,897.19
	Monthly	$ 8,157.60	$ 8,565.48	$ 8,908.10
	Semi-Monthly	$ 4,078.80	$ 4,282.74	$ 4,454.05
	Hourly	$ 58.83	$ 61.77	$ 64.24

2,080 annual hours for Full-Time Employees
*1,664 hours for Part-Time Employee (80% of FTE or 32-hrs per week)