



Employment Agreement Between
Southern Marin Fire Protection District And
Division Chief / Fire Marshal
Fred Hilliard

Effective 6-24 2019

Wages and Compensation, Benefits, Working Conditions

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EMPLOYMENT AGREEMENT

This Agreement is between the SOUTHERN MARIN FIRE PROTECTION DISTRICT ("District") and Division Chief Fred Hilliard, ("Division Chief").

DEFINITIONS

CPSE: Refers to the Center for Public Safety Excellence

District: Refers to the Southern Marin Fire District.

MCERA: Refers to the Marin County Employee Retirement Association

OSFM: Refers to the California Office of State Fire Marshal

SMFD: Refers to the Southern Marin Fire District

JAMS: An Employment Practice Group that supports arbitration

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

1. This Agreement will serve to memorialize the understanding of the parties regarding the Division Chief's terms and conditions of employment with the District. No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by both parties.

ARTICLE II - FOR CAUSE EMPLOYMENT

1. The Division Fire Chief's employment with the District shall not be for any particular term and he will be subject to all applicable District personnel rules and regulations pertaining to performance and discipline. In this regard, it is understood that the Division Chief serves as a "for cause" employee, meaning his employment with the district may be terminated by the district for reasons and in the procedural manner provided by the district's personnel rules and State Law. Though he is under no obligation to do so, as a courtesy the District requests that the Division Chief make reasonable efforts to provide at least 60 days' advance written notice to the District prior to ending his employment with the District.

ARTICLE III -TERMINATION OF AGREEMENT

1. As provided above, the Division Chief shall be separated from employment with the District and the terms and conditions of employment of this Agreement terminated only for cause in accordance with District personnel rules, policies, and procedures regarding employee performance, and discipline and applicable provisions of the Firefighters Procedural Bill of Rights Act.

2. In the event that with both the District's and Fred Hilliard's written mutual agreement to end his employment as Division Chief for any reason other than Cause or outlined in section "C" below the District would pay the following severance.
 - a. Six months' salary and benefits.
 - b. The Division Chief may resign his position at any time but, in that instance, The Division Chief understands and agrees that he is not eligible for severance pay should he resign said employment.
3. In the event that the Division Chief is terminated because of a conviction for any illegal act involving moral turpitude, or an event disqualifying The Division Chief from public office pursuant to State Law, or causing a forfeiture of office under State Law, the Board shall have no obligation to pay any of the above termination benefits.

ARTICLE IV - COMPENSATION

1. The following wage schedule applies to the Division Chief's position, effective June 24, 2019. Fred Hilliard shall be paid bi-weekly and at the same time as other SMFD employees and his pay shall be subject to customary withholdings.
2. After one year of service June 24, 2020, annual base salary for the Division Chiefs position will be increased to Step 2 as outlined below, pursuant to a positive performance evaluation from the Fire Chief.

Full-Time Position	Hours	Type	Annual Base
Division Chief Step 1	40	Sworn	\$174,876
Division Chief Step 2	40	Sworn	\$185,016

3. Effective June 24, 2021, the District will increase the salary of the Division Chief by 2%. However, if the property tax estimate realized by the District (Based on county of Marin current secured Property Tax Revenue estimate for the SMFD) as of June 30, 2020 is more than 2% over the previous year's property tax revenue, then for each full percentage increase in property tax the District realizes over 2%, the Division Chief will get a .5% additional increase in his annual base salary, capped at a maximum possible additional increase of 1%.

ARTICLE V - ANNUAL PERFORMANCE AND GOAL/OBJECTIVES REVIEW

1. An annual evaluation of the Division Chief's performance will occur each year. During the evaluation, the Division Chief will present an updated performance plan and the status of the prior year's goals, objectives, progress to the District's Strategic plan. The Fire Chief and the Division Chief shall then develop written mutually acceptable goals and performance expectations for the Division Chief, which shall be used as objective criteria against which to assess the Division Chief's performance the following year.
2. Performance Compensation:
 - a. Performance Compensation may be awarded by the Fire Chief, based on an outstanding rating on the Division Chief's annual performance evaluation. The performance compensation award can be up to the equivalent of one month's salary of the Division Chief. The Personnel Committee shall be informed of the performance evaluation and compensation.
 - b. Effective 6/24/19, the Division Chief's performance evaluation will occur every 12 months, each year on the anniversary of promotion date (June 24).

ARTICLE VI - MANAGEMENT BENEFITS

The Division Chief shall be entitled to the following benefits as set forth in this Section. To the extent otherwise permitted by law, SMFD reserves the right to amend, enhance, discontinue or otherwise change its benefits at any time and to apply such changes to Division Chief Hilliard in a manner consistent with other SMFD employees so long as not inconsistent with the terms of this Agreement.

1. Duty/Work Vehicle

- a. The Southern Marin Fire District shall provide the Division Chief with a vehicle for the use as an emergency vehicle twenty-four (24) hours per day for official business and to commute between work and residence. The use of the vehicle is subject to all SMFD policies established with respect to such vehicle so long as the policies are not inconsistent with this agreement.

2. Conferences, Dues and Subscriptions

- a. The Southern Marin Fire District agrees to budget and pay for professional dues, conferences and subscriptions on behalf of the Division Chief, which are reasonably necessary for his continuation and full participation in professional associations.

3. Health Insurance - Medical

- a. Medical insurance shall be carried through the Kaiser Foundation Health Plan, Inc., coverage "L" for all employees covered by this Resolution, and their dependents. Said coverage shall be paid by the District.
- b. The District recognizes as additional health care plan options: Anthem Blue Cross and any options the County of Marin offers. The cost of these options over and above the cost of the equivalent Kaiser Plan, is to be borne by the employee based on eligibility level.
- c. Cash in Lieu for medical/dental/vision: This only applies to someone previously grandfathered in prior to July 1, 2019.

4. Dental Insurance

- a. Dental Insurance shall be carried by Delta Dental. Premium costs for dental insurance shall be paid by the District.

5. Vision Insurance

- a. The District shall pay 100% of the premium for vision coverage.

6. Life and Accidental Death Insurance

- a. The District shall provide the Division Chief with life insurance coverage equal to one year's salary.

7. Long Term Disability

- a. Coverage shall be paid by the District for each employee for participation in the Long-Term Disability Plan by the California Association of Professional Firefighters.

8. Long-term Care

- a. Coverage shall be paid by the District for each employee for participation in the Long-Term Care Plan by the California Association of Professional Firefighters.

9. Employee Assistance Program (EAP)

- a. The District reserves the exclusive right to enter into an Employee Assistance Program and it is

subject to annual review. The current EAP program through the Managed Health Network (MHN) offers 8 counseling sessions per incident, per year for all employees and their dependents along with on-line services.

10. Uniform Maintenance Program

- a. The District provides \$400.00 annually to the Division Chief for such items as department approved tee shirts, baseball hats, work out clothing, etc., and will replace standard, approved uniforms as needed (i.e. Nomex uniform shirts, Nomex pants, belt and boots).
- b. This payment is made annually on the first pay period in October.

ARTICLE VII - LEAVES

This section includes descriptions for the different type of leave programs available to the Division Chief.

1. Administrative Leave

- a. Effective July 1, 2019, the Division Chief will be credited with 120 hours of administrative leave per year; this time is non-accruable, and all balances will be zeroed out on June 30th of each year.

2. Funeral Leave

- a. The Division Chief shall receive time off without loss of pay, if normally scheduled to work, for a death in the immediate family, beginning from the time of notification of death to the next scheduled day after internment, except however that such time off without loss of pay is limited to 40 hours.
- b. Immediate family is defined as spouse, son, daughter, mother, father, sister, brother, legal guardian, mother-in-law, father-in-law, and step relatives (defined as son, daughter, mother, father, sister or brother).

3. Leave to Serve on Jury Duty or as a Witness at a Trial

- a. Whenever the Division Chief is subpoenaed during normal working hours to serve as a witness at a trial involving District business, he/she shall be performing their assigned duty during the time the he is subject to the subpoena. If called for jury duty, employee shall be on paid jury duty status until released by court. If court appearance does not involve district business, Division Chief may use paid leave balance.

4. Sick Leave

- a. The Division Chief is entitled to accrue paid sick leave at a rate of 8 hours per month. Unused sick leave may be converted to cash/service credit at retirement.

5. Holidays

a. Paid holidays for management and administrative support staff members are:

New Year's Day	(First day of January)
Martin Luther King's Birthday	(Third Monday in January)
Lincoln's Birthday	(Twelfth of February)
Washington's Birthday	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(Fourth day of July)
Labor Day	(First Monday in September)
Admission Day	(Ninth of September)
Columbus Day	(Second Monday in October)
Veterans Day	(Eleventh day of November)
Thanksgiving	(Fourth Thursday in November)
Day after Thanksgiving	(Fourth Friday in November)
Christmas Day	(Twenty-fifth day of December)

6. Vacation

a. The vacation accrual schedule for the Division Chief shall be:

0-5 years	110 hours
6-15 years	160 hours
16-20 years	208 hours
21 years & above	248 hours

b. The Division Chief vacation cap is equivalent to two years.

7. Vacation Cash Out

a. Each January first (1st), the District will cash-out employee vacation accruals which exceed the two-year accrual cap. Each employee's accrual cap is based on the employee's years of service. The District will distribute the cash-out in the employee's second payroll check of January unless the employee elects to convert the cash-out amount to a deferred compensation contribution. The employee's deferred compensation contribution will occur in the employee's second payroll check of January.

ARTICLE VIII – RETIREMENT

The District is a member of the Marin County Employees Retirement System for the purpose of providing retirement benefits for employees hired by Southern Marin Fire Protection District.

▪ Tier 1

The formula Plan for employees hired prior to July 1, 2005 shall be the "3% @ 50" under G.C. Section 31664.1 calculated on single highest year, with 4% cost of living allowance.

▪ Tier 2

The formula plan for employees hired on or after July 1, 2005 and before January 1, 2013 or hired before August 1, 2013 and with prior membership in a reciprocal plan prior to January 1, 2013 shall be "3%@ 55" under G.C. Section 31664.2 calculated on single highest year, with 4% cost of living allowance.

▪ Tier 2A

The formula plan for employees hired on or after August 1, 2013 with prior service in a reciprocal plan retirement prior to January 1, 2013 shall be at the 3% @ 55 under G.C. Section 31664.2 calculated on single highest consecutive three (3) years with 3% cost of living allowance.

▪ Tier 3

The formula plan for employees hired on or after January 1, 2013 and prior to August 1, 2013 without prior service or without membership in a reciprocal retirement plan prior to January 1, 2013 shall be at the "2. 7% @ 57" as defined under the California Public Employees' Pension Reform Act calculated on highest consecutive three (3) years with 4% cost of living allowance.

▪ Tier 3A

The formula plan for employees hired after August 1, 2013 without prior service or without membership in a reciprocal retirement plan prior to January 1, 2013 shall be at the " 2.7% @ 57" as defined under the California Public Employees' Pension Reform Act calculated on highest consecutive three (3) years with 3% cost of living allowance.

- The employee shall be solely responsible the employee share of retirement cost.

1. Retirement Health Savings Account- (RHS)

- a. The Division Chief will be enrolled in the District's established RHS program. The employer will contribute 3% of the Division Chief's Annual Salary into the established RHS Account.

ARTICLE IX - DRIVER LICENSE REQUIREMENTS

Members are required to possess a valid California Driver License, Class C.

ARTICLE X- GENERAL TERMS

1. Duration of Agreement. This agreement shall be effective as of the twenty fourth day of June 2019. It shall be automatically renewed from year to year thereafter unless either party shall have notified the other in writing, at least one hundred and twenty (120) days period to the annual anniversary date that it desires to modify the agreement. In the event that such notices are given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.
2. Amendment. The Board, in consultation with The Fire Chief, may fix or amend any such other reasonable terms and conditions of employment as they may determine from time to time only by the mutual written agreement of the parties.
3. Entire Agreement. The terms and conditions of this Agreement are intended to by the final expression

of the parties' agreement. The Parties hereto acknowledge having discussed and agreed upon all terms and Provisions contained herein.

4. **Governing Law and Jurisdiction.** This Agreement is governed by the laws of the State of California and venue will be in the County of Marin.
5. **No Discrimination.** There shall be no discrimination of any kind because of race, creed, color, national origin, sex, political or religious opinion or activities, except to the extent prohibited by State and Federal Law.
6. **Severability.** If, any terms, provisions, conditions and covenants of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected thereby and remains valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.



Fred Hilliard, Division Chief
Southern Marin Fire District

11.06.2019

Date Signed



Christian Tubbs, Fire Chief
Southern Marin Fire District

11-6-19

Date Signed



ADDENDUM TO 2019 EMPLOYMENT AGREEMENT BETWEEN SOUTHERN MARIN FIRE DISTRICT AND DIVISION CHIEF/ FIRE MARSHAL FRED HILLIARD

This is an Addendum to the Employment Agreement between the SOUTHERN MARIN FIRE PROTECTION DISTRICT ("District") and Division Chief/Fire Marshal Fred Hilliard, ("Division Chief") dated June 24, 2019.

To this end, both parties hereby mutually agree to modify the terms of the June 24, 2019, agreement as follows:


1. Article IV – Compensation

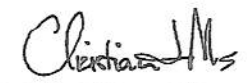
- a. Effective 6/24/21, the Division Chief will receive a 3% salary increase.

2. Article V – Performance Compensation:

- a. Performance Compensation may be awarded by the Fire Chief, based on an outstanding rating on the Division Chief's annual performance evaluation. The performance compensation award can be up to the equivalent of one month's salary of the Division Chief. The Personnel Committee shall be informed of the performance evaluation and compensation.
 - i. Effective 6/24/21, the Deputy Fire Chief will receive a performance compensation amount equivalent to one month's salary.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.


7/29/21
Fred Hilliard / Date


7/29/21
Chris Tubbs, Fire Chief / Date



ADDENDUM TO 2019 EMPLOYMENT AGREEMENT BETWEEN SOUTHERN MARIN FIRE PROTECTION DISTRICT AND DIVISION CHIEF/ FIRE MARSHAL FRED HILLIARD

This is an Addendum to the Employment Agreement between the SOUTHERN MARIN FIRE PROTECTION DISTRICT ("District") and Division Chief/Fire Marshal Fred Hilliard, ("Division Chief") dated June 24, 2019.

To this end, both parties hereby mutually agree to modify the terms of the June 24, 2019 agreement as follows:

1. Article IV - Compensation
 - a. Effective 6/24/22, the Division Chief will receive a 4% salary increase, per MOU.
2. Article V - Performance Compensation:
 - a. Performance Compensation may be awarded by the Fire Chief, based on an outstanding rating on the Division Chief's annual performance evaluation. The performance compensation award can be up to the equivalent of one month's salary of the Division Chief. The Personnel Committee shall be informed of the performance evaluation and compensation.
 - i. Effective 6/24/22, the Deputy Fire Chief will receive a performance compensation amount equivalent to one month's salary.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Fred Hilliard, Division Chief/Fire Marshal

8-30-22

DATE

Chris Tubbs, Fire Chief

8-17-22

DATE