



Employment Agreement Between
Southern Marin Fire Protection District And
Deputy Fire Chief Ted Peterson
Effective 2-1-2023

Wages and Compensation, Benefits, Working Conditions
February 1, 2023

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EMPLOYMENT AGREEMENT

This Agreement is between the SOUTHERN MARIN FIRE PROTECTION DISTRICT (“District”) and Deputy Fire Chief Ted Peterson, (“Deputy Fire 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

This Agreement will serve to memorialize the understanding of the parties regarding the Deputy Fire 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

- A. The Deputy Chiefs employment with the District shall not be for any particular term and he will be subject to all applicable District personal rules and regulations pertaining to performance and discipline. In this regard, it is understood that the deputy 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 Deputy Fire 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

- A. As provided above, the Deputy 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 personal rules, policies, and procedures regarding employee performance, and discipline and applicable provisions of the Firefighters Procedural Bill of Rights Act.

- B. In the event that with both the District’s and Ted Peterson’s written mutual agreement to end his employment as Deputy Fire Chief for any reason other than Cause or outlined in section “C” below the District would pay the following severance.
 - Three months’ salary and benefits.
 - The Deputy Fire Chief may resign his position at any time but, in that instance, The Deputy Fire Chief understands and agrees that he is not eligible for severance pay should he resign said employment.
 - Based on the Settlement Agreement between the Southern Marin Fire District and Deputy Chief Ted Peterson, Article III, Section B, has been waived because of the terms of the settlement agreement.

- C. In the event that the Deputy Fire Chief is terminated because of a conviction for any illegal act involving moral turpitude, or an event disqualifying The Deputy Fire 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

The following wage schedule applies to the Deputy Fire Chief’s position, effective February 1, 2023. The Deputy Chief shall be paid bi-weekly and at the same time as other SMFD employees and his pay shall be subject to customary withholdings.

Full-Time Position	Hours	Type	Annual Base Salary
Deputy Fire Chief Step 2	40	Sworn	\$240,558.56

ARTICLE V – ANNUAL PERFORMANCE AND GOAL/OBJECTIVES REVIEW

An annual evaluation of the Deputy Fire Chief’s performance will occur each year. During the evaluation, the Deputy Fire 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 Deputy Fire Chief shall then develop written mutually acceptable goals and performance expectations for the

Deputy Fire Chief, which shall be used as objective criteria against which to assess the Deputy Fire Chief's performance the following year.

ARTICLE VI – MANAGEMENT BENEFITS

The Deputy Fire 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 Deputy Chief Peterson 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 Deputy Fire 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 Deputy Fire Chief, which are reasonably necessary for his continuation and full participation in professional associations.

3. Health Insurance - Medical

- a. The District will pay directly to the employee the cost of providing medical insurance through the Kaiser Foundation Health Plan, Inc. (Single employee rate only) if the employee withdraws himself/herself from the health coverage provided by the District and signs a waiver which ensures a complete understanding of the employee's choice.

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 Deputy Fire Chief with life insurance coverage of \$50,000. Intent of district is to increase this benefit equivalent to one year of the

Deputy Fire chief's salary at the time we can secure an Insurance provider at reasonable cost.

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.

ARTICLE VII - LEAVES

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

1. Administrative Leave

- a. In recognition of the significant number of hours in excess of the regular work day that the Deputy Fire Chief will be expected to work on behalf of SMFD, on February 1st of each year, the Deputy Fire Chief will be credited with one hundred and twenty (120) hours per year of Administrative Leave. This time is non-accruable, and all balances will be zeroed out on January 31th of each year.

2. Occupational Exam Leave

- a. Any employee relieved of duty based upon findings in the annual Occupational Medicine Physical Evaluation shall be covered by the District for absences up to thirty (30) days without any use of the employee's sick, vacation, holiday or administrative leave.

3. Funeral Leave

- a. The Deputy Fire 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 interment, except

however that such time off without loss of pay is limited to 40 hours.

- i. 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).
- ii. Employee shall be permitted to exchange hours for additional funeral attendance, or preparation.

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

- a. Whenever the Deputy Fire Chief is subpoenaed during normal working hours to serve as a juror, or as a witness at a trial not involving District business, he/she shall be granted leave for such purposes. Employee shall receive pay for time served on the Jury, or as a witness, provide that any money the employee receives is deposited with the District.

5. Sick Leave

- a. The Deputy Fire 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.

6. Holidays

- a. The Deputy Fire Chief is entitled to the same paid holidays as other SMFD employees. Those holidays include:

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)

7. Vacation

- a. The Deputy Fire Chief shall accrue vacation based on years of professional service, at the rate of 240 hours per year.

- b. The Deputy Fire Chief vacation cap is equivalent to three months leave (480 hours).
- 8. Vacation Cash Out
 - a. The Deputy Fire Chief is authorized to sell up to two weeks of accrued vacation time annually.
 - b. Unused sick leave may be converted to cash/service credit at retirement.
- 9. Uniform Maintenance Program
 - a. The District provides \$400.00 annually to the Deputy Fire 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 IX - RETIREMENT

- A. Per the settlement agreement signed in 2021, the District will contribute the maximum IRS allowable amount per year into the DEPUTY FIRE CHIEF's established 457 account in lieu of paying into DEPUTY FIRE CHIEF'S 401(a) account. District shall have no further obligations to pay into DEPUTY FIRE CHIEF's 401(a) account.

The District's 457 plan allows for a three-year catch-up provision and currently the maximum that is allowed with this catch-up provision is \$39,000.00 for a maximum period of three years. Accordingly, DISTRICT shall pay the maximum amount of \$39,000.00 for three years (2021-2023) to DEPUTY FIRE CHIEF's 457 plan. After three years, should employment continue, the District shall pay the legal maximum amount allowed to DEPUTY FIRE CHIEF's 457 plan.

- B. Retirement Health Savings Account – (RHS)
 - The Deputy Fire Chief will be enrolled in the District's established RHS program.
 - The employer will contribute \$15,000 into the established RHS Account.

ARTICLE X – DRIVER LICENSE REQUIREMENTS

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

ARTICLE XI- GENERAL TERMS

- A. Duration of Agreement. This agreement shall be effective as of the first day of February 1, 2018 and shall remain in full force and effort until the 30th 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.
- B. 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.
- C. Entire Agreement. The terms and conditions of this Agreement are intended to be the final expression of the parties' agreement. The Parties hereto acknowledge having discussed and agreed upon all terms and Provisions contained herein.
- D. 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.
- E. 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.
- F. 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.



Ted Peterson / Date

 2-1-2023

Christian Tubbs, Fire Chief / Date