



**Employment Agreement Between  
Southern Marin Fire Protection District And  
Deputy Fire Chief Matthew Barnes  
Effective January-7-2024**

**Wages and Compensation, Benefits, Working Conditions  
January 7, 2024**

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## **Employment Agreement**

This Agreement is entered into by and between the Southern Marin Fire Protection District (“District” or “SMFD”) and the Deputy Fire Chief Matthew Barnes (“Deputy Chief”).

### **ARTICLE I - FULL UNDERSTANDING AND AGREEMENT**

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

The Deputy 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 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.

### **ARTICLE III – TERMINATION**

- A. The Deputy Chief employment shall only be separated from employment with the District, and the terms and conditions of employment of this Agreement terminated, 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. In doing so, the District shall provide the Deputy Chief written notice, the reason or reasons for removal, and an opportunity for administrative appeal consistent with California Government Code section 3254(b). In the event the Deputy Chief is terminated for cause, he is not eligible for the Termination Benefits outlined in Article IV of this Agreement.
- B. This agreement may be terminated by mutual agreement for any reason. Upon termination by mutual agreement, the Deputy Chief would be eligible for Termination Benefits as outlined in Article IV of this Agreement.
- C. The Deputy Fire Chief may resign his position at any time but would not be eligible for the Termination Benefits outlined in Article IV of this Agreement if the resignation is not mutually agreed upon.
- D. 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.
- E. In the event that the Deputy Fire Chief is terminated for engaging in any activity that could reasonably lead to 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 forfeiture of office under State Law, the Board shall have no obligation to pay any of the termination benefits outlined in Article IV.A. below.

**ARTICLE IV – TERMINATION BENEFITS**

- A. If the Deputy Chief’s employment is terminated by mutual agreement and he is removed from office by the District, the District shall provide you with the following termination benefits:
  - a. Severance payment: The District will pay the Deputy Chief a severance payment equal to three months base salary, subject to standard payroll deductions and withholdings ("Severance Payment"). For example, if the Deputy Chief’s base salary is \$240,558.50 at the time of termination, he shall be entitled to receive from the District a one-time gross lump sum payment of \$60,139.64. The Severance Payment will be paid in one lump sum within sixty (60) days of the termination of employment.
  - b. Health Care Continuation Coverage: If you timely elect continued coverage under COBRA, the District will pay your COBRA premiums necessary to continue your coverage (including coverage for eligible dependents, if applicable) (“COBRA Premiums”) for a three month period starting on your termination date and ending on the earliest to occur of: (i) three months after termination; (ii) the date you and your eligible dependents, if applicable, become eligible for group health insurance coverage through a new employer; or (iii) the date you cease to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event you become covered under another employer’s group health plan or otherwise cease to be eligible for COBRA during the COBRA Premium Period, you must immediately notify the District of such event.
  
- B. In the event that the Deputy Fire Chief resigns his position, is terminated for any reason as described in paragraphs III. A., III C. or III. E., the Deputy Fire Chief understands and agrees that he is not eligible for severance payment or health care continuation coverage as described in paragraph IV.A.

**ARTICLE V – COMPENSATION**

The following wage schedule applies to the Deputy Fire Chief’s position, effective February 1, 2024. 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 withholding.

Full-Time Position	Hours	Type	Annual Base Salary
Deputy Chief Step 2	40	Sworn	\$252,586.49

## **ARTICLE VI – 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 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 VII – MANAGEMENT BENEFITS**

The Deputy 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 Barnes in a manner consistent with other SMFD employees so long as not inconsistent with the terms of this Agreement:

**A. Duty/Work Vehicle**

The SMFD 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.

**B. Conferences, Dues and Subscriptions**

The SMFD 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.

**C. Health Insurance - Medical**

**1. Medical Insurance Premiums**

Medical insurance shall be carried through the Kaiser Foundation Health Plan, Inc. for the Deputy Chief and his dependents. Said coverage shall be paid by the District and employee in the same manner as described in the Memorandum of Understanding between the Southern Marin Fire Protection District and the Southern Marin Professional Firefighters, IAFF Local 1775 section 4.1A.

**2. Medical Insurance Plans**

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.

- D. **Dental Insurance**  
Dental Insurance shall be provided by Delta Dental. This plan covers the Deputy Chief and his dependents. Premium costs for dental insurance shall be paid by the District.
- E. **Vision Insurance**  
The District shall pay 100% of the premium for vision coverage.
- F. **Life and Accidental Death Insurance**  
The District shall provide the Deputy Fire Chief with life insurance coverage of \$50,000.
- G. **Long Term Disability**  
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.
- H. **Long-term Care**  
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.
- I. **Employee Assistance Program (EAP)**  
The Deputy Chief is eligible for any employee assistance program benefits, including counseling, offered by the District. The District reserves the exclusive right to enter into an Employee Assistance Program and it is subject to annual review. The current EAP program is through Halcyon and contracted by FIRMS.

## **ARTICLE VIII - LEAVES**

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

- A. **Administrative Leave**  
In recognition of the significant number of hours in excess of the regular workday that the Deputy Fire Chief will be expected to work on behalf of SMFD, on July 1<sup>st</sup> 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 June 30<sup>th</sup> of each year.
- B. **Occupational Exam Leave**  
Any employee relieved of duty based upon a finding in the annual Occupational Medicine Physical Evaluation shall be entitled to an Administrative Paid Leave up to thirty (30) days from doctor removal from duty without any use of the employee's sick, vacation, holiday or administrative leave., and to the extent the leave is not otherwise

covered by Cal. Labor Code section 4850., *et.seq*

C. Bereavement Leave

The Deputy Fire Chief shall receive up to 40 hours paid leave if normally scheduled to work, for the death of a qualifying family member. A qualifying family member is a spouse, child, parent, sibling, grandparent, grandchild, domestic partner or parent-in-law as defined in the California Family Rights Act. (Government Code Section 12945.7 (a)(1)(3)). The leave must be completed within three months of the date of the family member's death. (Government Code Section 12945.7 (c) (d)). The 40 hours of paid bereavement leave is inclusive of that guaranteed by California law.

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

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, provided that any money the employee receives is deposited with the District.

E. Sick Leave

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 to the extent allowed by law. FMLA leave shall not be considered as Sick Leave.

F. Holidays

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)
Juneteenth	(Nineteenth day of June)
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)

G. Vacation

- 1) The Deputy Fire Chief shall accrue vacation based on the following table for years of professional service.

Years of Service	Accrual per year
0-5 years	88 hours
6-15 years	128 hours
16-20 years	208 hours
21 years & above	248 hours

H. Vacation Cash Out

1. The District may pay the Deputy Chief, at his request, up to two weeks (80 hours) of his total accrued vacation annually.
2. Unused vacation and sick leave may be converted to cash and/or service credits at retirement.

I. Uniform Maintenance Program

1. 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.)
2. This payment is made annually on the first pay period in October.

**ARTICLE IX - RETIREMENT**

A. Tier 1 Retired Employees (as defined by the Marin County Public Employee’s Retirement Agency)



1. Full time safety employees hired prior to December 31, 2012, shall be eligible for retirement benefits through the Marin County Public Employee's Retirement Agency (MCERA) as follows:
    - a. 3% @ age 50
    - b. Annual Cost of Living Adjustment not to exceed 4%
    - c. Highest 12-month period for determining final compensation for retirement pay.
  2. Retirement tier is determined upon entry into the MCERA retirement system.
  3. Following 30 years of contributions of MCERA, employee contributions cease.
- B. The District will contribute 5% of the employee's base salary the maximum IRS allowable amount per year into the Deputy Fire Chief's established 457 account.
- C. Medical Coverage After Retirement

Full-Time Employees Hired, Promoted, or absorbed by the District, and Retiring from the District through the Marin County Employees' Retirement Association ("MCERA").

1. Employees with a Minimum of 10 Years' Service Credit with the District

Full time employees hired by the District before January 1, 2014, who have 10 years' service credit with the District, as defined in Sections 7.1(A)(1) who retire from the District through MCERA, shall receive the following benefit:

- a. District shall provide 5% of the cost of Kaiser "employee-only " coverage per year served up to a total of 100% of the cost of coverage in the current Kaiser Plan, as provided by MCERA, for the remainder of the employee's life.

2. Employees with a Minimum of 30 Years' Service Credit with the District

Full time employees hired by the District before July 1, 2010, who have 30 years' service credit with the District, as defined in Section 7.1.(A)(1) only, and who retire from the District through MCERA, shall receive the following benefit:

- a. In addition to the benefit provide pursuant to Section 7.I(A)(2), District shall provide 100% of the cost of Kaiser spousal medical coverage (Kaiser "Plus 1 " rate) in the lowest cost Kaiser Plan, as provided by MCERA, for the remainder of the spouse' s life. This benefit is limited to a member' s spouse at the date of retirement. Upon the death of a former employee, the spouse shall receive said medical coverage at the Kaiser "Single Rate."

3. Mandatory Use of Medicare

Retirees and their spouses who are age 65 or older and have Medicare must use Medicare as their primary medical insurance as described in MCERA's Medicare Fact Sheet, or other publication(s), as may be amended by MCERA from time to time.

D. 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 annually on the pay period following the anniversary of the contract.

## **ARTICLE X – DRIVER LICENSE REQUIREMENTS**

The Deputy Chief is required to possess a valid California Driver License, Class C.

## **ARTICLE XI – ADDITIONAL PROVISIONS**

- A. Duration of Agreement. This agreement shall be effective as of the first day of January 7, 2024, and shall remain in full force and effect until the 30<sup>th</sup> day of January. 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. Modification, Amendment, Waiver. No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by the Deputy Chief and the District. The failure of the Deputy Chief or the District to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.
- C. 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.

Severability. It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be declared or determined by a final and binding arbitrator or by a court of law or other

tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

F. Counterparts.

This Agreement may be executed by the parties in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this Agreement received by facsimile or electronic transmission (i.e., a PDF version) shall be legally binding and that each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.

I hereby accept all terms and conditions of the above Employment Agreement.



Deputy Fire Chief Matthew Barnes



Date

Accepted by the Southern Marin Fire Protection District



Chief Christian Tubbs

Fire Chief, Southern Marin Fire Protection District



Date