

RESOLUTION NO. 2026-2027-03

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHERN MARIN
FIRE PROTECTION DISTRICT RATIFYING A MEMORANDUM OF
UNDERSTANDING BETWEEN THE SOUTHERN MARIN FIRE PROTECTION
DISTRICT AND SOUTHERN MARIN CHIEF OFFICERS' ASSOCIATION, IAFF
LOCAL 1775 AND APPROVING RETROACTIVE PAY**

WHEREAS, Section 3505 of the California Government Code provides for procedures and a reasonable time period for the meet and confer process to take place between the Southern Marin Fire Protection District ("District") to engage in the meet and confer process in good faith with management representatives and representatives of recognized employee organizations, to discuss wages, hours, and other terms and conditions of employment in accordance with the provisions of the Meyers-Milias-Brown Act and applicable laws; and

WHEREAS, the Southern Marin Chief Officers' Association, IAFF Local 1775 ("Association") is the "recognized employee organization," as defined by California Government Code Section 3501(b) for employees in the Battalion Chief classification; and

WHEREAS, the District, through its management representatives, has met and conferred in good faith with the Association, and during this period in which the meet and confer process took place, the representatives of each have freely exchanged information, opinions, and proposals on matters regarding wages, hours and other terms and conditions of employment for employees represented by the Association; and

WHEREAS, the District has fully considered the information, opinions and recommendations made by the Association during the meet and confer process on behalf of the employees represented by the Association; and

WHEREAS, the representatives of both the District and the Association have reached agreement on matters within the scope of representation and jointly prepared a written Memorandum of Understanding ("Agreement") to be presented to the Board of Directors of the Southern Marin Fire Protection District ("Board") for adoption; and

WHEREAS, the start of the next pay period is February 1, 2026, however, the representatives of both the District and the Association intend to provide increases effective as of the first full pay period in January, with retroactive payment for hours worked from January 4, 2026 through January 31, 2026 to be payable on or before the February 26, 2026 payday; and

WHEREAS, the Association has ratified and signed the Agreement;

WHEREAS, the District's representatives have recommended that the Board similarly ratify the Agreement by adopting this resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Board ratifies the recommended Agreement between the District and Association in substantially the same form as the document labeled “Exhibit A” hereto attached.

BE IT FURTHER RESOLVED, the Board amends the District’s classification plan and salary plan and other terms and conditions of employment for permanent budgeted positions in the Battalion Chief classification as follows:

- Effective as of January 4, 2026, increase base salary by 6.25% for Step 1 and Step 2
- Effective as of January 4, 2026, increase base salary by 8.25% for Step 3 through Step 7
- Effective the first full pay period of July 2026, increase base salary by 2.75%
- Effective the first full pay period of January 2027, increase base salary by 3.0%
- Effective the first full pay period of July 2027, increase base salary by 2.5%
- Effective the first full pay period of January 2028, increase base salary by 2.5%
- Effective as of January 4, 2026, increase longevity pay after 10 years by adding 0.5%, for a total of 2.5% after 10 years of service
- Effective as of January 4, 2026, increase longevity pay after 15 years by adding 0.5%, for a total of 4.0% after 15 years of service
- Effective as of January 4, 2026, increase longevity pay after 20 years by adding 0.5%, for a total of 5.0% after 20 years of service
- Effective the first full pay period after ratification, eliminate the annual \$400.00 uniform allowance
- Effective the first full pay period after ratification, eliminate the District’s contribution employee 457(b) accounts
- Effective the first full pay period after ratification, lower the number of line personnel off for compensatory time off and vacation to no more than 3 off per day (down from 4)
- Effective the first full pay period after ratification, new terms regarding moving between 40-hour and 56-hour assignments
- Effective the first full pay period after ratification, an acting pay differential of up to 10% for Acting Deputy Fire Chiefs and up to 20% for Acting Fire Chiefs

BE IT FURTHER RESOLVED, that the Board authorizes the Board President to execute the Agreement.

BE IT FURTHER RESOLVED, that the Board authorizes the Fire Chief, Acting Fire Chief, or Fire Chief's designee to implement and administer the Agreement and execute any supplements, modifications or amendments to the Agreement that are operational and not financial in nature, to the extent that the change is not otherwise subject to the District's obligation to meet and confer, which may be necessary from time to time to implement its terms, subject to approval as to form by the General Counsel.

BE IT FURTHER RESOLVED, certain payments listed above will be implemented retroactively to January 4, 2026, prior to the start of the February 1, 2026 pay period, therefore the Board authorizes the District to make certain retroactive payments for hours worked between January 4, 2026 through January 31, 2026. Those certain retroactive payments are payable on or before the February 26, 2026 payday. Further, those certain retroactive payments are subject to applicable withholdings and deductions, including, but not limited to, statutory withholding rates for supplemental payments of 20% federal and 6.6% state.

PASSED AND ADOPTED by the Board of Directors of the Southern Marin Fire Protection District, County of Marin, State of California, on the date of January 28, 2026, by the following vote:

AYES: Directors Waldeck, Hilliard, Perazzo, DeBerry, Raveche, Fleming

NOES: 0

ABSTAIN: 0

ABSENT: Director Chun

Signed: Clifford Waldeck
Clifford Waldeck, Board President, Board of Directors

Attest: [Signature]
Kathryn Kennedy, Clerk of the Board

EXHIBIT A



MEMORANDUM OF UNDERSTANDING

Between

Southern Marin Fire Protection District

And

**Southern Marin Chief Officers' Association,
IAFF Local 1775**

July 1, 2025 to June 30, 2028

TABLE OF CONTENTS

MEMORANDUM OF UNDERSTANDING 1

1. GENERAL PROVISIONS..... 2

1.1 Recognition..... 2

1.1.1 Association Recognition..... 2

1.1.2 District Recognition 2

1.2 Strikes and Lockouts 2

1.3 Severability 2

1.4 Full Understanding, Modification, Waiver 2

1.4.1 Joint Representation 2

1.4.2 Waiver & Modification 2

2. MMBA..... 3

2.1 Advance Notice of Change..... 3

2.2 Dues Deduction..... 3

2.3 Release Time 3

2.4 Association Access to Work Locations..... 4

2.5 Association Space..... 4

2.6 Business Conduct..... 4

2.7 Association Meetings 4

2.8 Association Orientation of New Employees 4

2.9 Management Rights 5

3. COMPENSATION..... 6

3.1 Salaries..... 6

3.1.1 Regular Rate of Pay6

3.2 Salary and Wage Plan for Battalion Chiefs..... 7

3.2.1	Day Battalion Chiefs (40 Hour Work Week)	8
3.3	Educational Incentive	8
3.4	Work Schedules	9
3.5	Overtime	10
3.6	Deferred Compensation	11
3.7	Longevity Pay.....	11
3.8	Acting Pay for Working Out of Classification	11
3.9	Holiday Pay.....	13
3.10	Uniform Maintenance Program.....	14
3.11	Professional Development.....	14
3.12	Operational Enhancements	14
3.13	Pensionable Pay	15
3.14	Moving Between Day and Shift Assignments	15
4.	BENEFITS.....	17
4.1	Medical Insurance	17
4.2	Dental Insurance	17
4.3	Life Insurance and Accidental Death Insurance	17
4.4	Long Term Care	18
4.5	Long Term Disability	18
4.6	Vision Care	18
5.	LEAVES.....	18
5.1	Sick Leave	18
5.1.1	Sick Leave Payout at Retirement	19
5.1.2	Mandatory Sick Leave Conversion	19
5.2	Vacation.....	19

5.2.1	Vacation Selection	19
5.2.2	Vacation Accrual	20
5.2.3	Vacation Cash-Out	20
5.2.4	Vacation Converted to Deferred Compensation	20
5.2.5	Accrued Vacation Hours	20
5.3	Funeral Leave	21
5.4	Jury Duty Leave.....	21
5.5	Catastrophic Leave	22
5.6	Family Leave	22
5.7	Military Leave	22
5.8	Worker’s Compensation Leave	22
5.9	Court Leave	22
6.	TERMS AND CONDITIONS OF EMPLOYMENT	22
6.1	Hours of Work.....	22
6.2	Staffing.....	22
6.3	Probationary Period	23
6.4	Physical Fitness	23
6.4.1	Administration	23
6.4.2	Injuries	24
6.4.3	On-duty Participation	24
6.4.4	Physical Prescriptions	24
6.4.5	Physical Fitness Components	24
6.4.6	Evaluations	25
6.4.7	Administrative Leave.....	25
6.5	Disciplinary Action	25

6.6	Grievance Procedure.....	26
6.7	Representatives	28
6.8	Drug and Alcohol Prohibition	28
6.9	Common Mess or On-Duty Meals	28
7.	RETIREMENT	28
7.1	Medical Coverage after Retirement.....	29
8.	STRIKES AND LOCKOUTS.....	31
9.	DURATION OF AGREEMENT	32
	APPENDIX A.....	33
	APPENDIX B.....	35

MEMORANDUM OF UNDERSTANDING

Between

SOUTHERN MARIN FIRE PROTECTION DISTRICT

And

**SOUTHERN MARIN FIRE CHIEF OFFICERS' ASSOCIATION, IAFF LOCAL
1775**

This Memorandum of Understanding (hereinafter "Agreement") was reached by meeting and conferring in good faith under the provisions of §§ 3500-3509 of the Government Code of the State of California.

The Southern Marin Fire Chief Officers' Association, I.A.F.F. Local 1775, is the formally recognized employee organization for the Battalion Chief representation unit. The following classification is represented by this unit:

Battalion Chief

Should, at any time, the District find that a financial emergency affects the ability of the District to furnish adequate services, the District will advise all bargaining groups and meet and confer on the ramifications of the financial emergency.

This Agreement will be presented to the Southern Marin Fire Protection District Board for ratification as the joint recommendations of the undersigned for salary and fringe benefit adjustments for the period commencing July 1, 2025, and ending June 30, 2028.

1. GENERAL PROVISIONS

1.1 Recognition

1.1.1 Association Recognition

The Southern Marin Fire Chief Officers' Association, I.A.F.F. Local 1775, hereinafter referred to as the "Association" is the recognized employee organization, as defined by Government Code § 3501(b) for all employees in classification represented by the Association, said classification being set forth in Appendix A.

1.1.2 District Recognition

The Fire Chief of the Southern Marin Fire Protection District and/or any other person or organization duly authorized by the Southern Marin Fire Protection District Board of Directors, is a representative of the Southern Marin Fire Protection District, hereinafter referred to as the "District."

1.2 Strikes and Lockouts

During the term of this Agreement and during the negotiation process for a successor agreement, the District agrees that it will not lock-out employees, and the Association agrees that it will not agree to, encourage, or approve any strike, slow down, sympathy strike or mass sick leave. The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement.

1.3 Severability

If any article, paragraph or section of this Agreement will be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of any provision hereof be restrained by such tribunal, the remainder of this Agreement will not be affected thereby, and the District and Association (collectively, the "Parties") will, if possible, enter into meet and confer sessions for the sole purpose of arriving at a mutually satisfactory replacement for such article, paragraph or section.

1.4 Full Understanding, Modification, Waiver

1.4.1 Joint Representation

The Parties jointly represent to the District Board that the Agreement sets forth the full and entire understanding of the Parties regarding the matters set forth herein.

1.4.2 Waiver & Modification

Except as specifically otherwise provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right and agrees that the other will not be required to meet and confer with respect to any subject or matter covered by this Agreement. This will not preclude the Parties from meeting and conferring at any time during the term of this

Agreement with respect to any subject matter within the scope of representation for a successor agreement between the Parties to be effective on or after the expiration of this Agreement.

2. MMBA

2.1 Advance Notice of Change

Except in cases of emergency, reasonable advance written notice will be given to the Association of any ordinance, rule, policy, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the District. The Association will be given the opportunity to meet to the extent required by law with the District prior to adoption. In cases of emergency, when the District determines that an ordinance, rule, policy, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, the District will provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, policy, resolution or regulation. A copy of any such ordinance, rule, policy, resolution, or regulation will be provided to the Association when providing notice whenever possible.

2.2 Dues Deduction

The District agrees to deduct and transmit to the Association all membership dues authorized by an employee on a form provided by the Association. The District and the Association agree to a system of authorized dues deductions operated in accordance with applicable law subject to the following: (1) an employee may withdraw from membership in the Association by sending a signed withdrawal letter to the Association at any time; (2) the Association agrees to indemnify, defend, and hold the District and its agents harmless against any claims made of any nature and against any suit instituted against the District arising from this Section 2.2 and the deductions arising there from; and (3) no provisions of this Section 2.2 or any disputes arising there under will be subject to the grievance and arbitration procedure contained in this Agreement. The Association will submit to the District a list of all employees who have signed the Association's dues authorization form. Upon submission to the District of a written request for dues deduction by the Association, the District agrees to deduct Association dues from the paycheck of each Association member listed, on a biweekly basis, and to remit said monies and the names of those employees for whom dues are being deducted to the Association. The Association understands that it is responsible for keeping records and the Association will be responsible for notifying the District should any employee cease becoming a member of the Association or request that Dues not be deducted from their paycheck. Both the District and the Association agree and understand that they are responsible to comply with applicable law concerning dues deduction.

2.3 Release Time

The District will allow a reasonable number of Association representatives who are official representatives of the Association to be given time-off without loss of compensation of other benefits when formally meeting and conferring with representatives of the District on

matters within the scope of representation. Except by mutual agreement, the number of Association representatives excused for such purposes will not exceed one (1) at any time.

2.4 Association Access to Work Locations

Reasonable access to employee work locations will be granted to officers of the Association and officially designated representatives of the Association for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation, which are to be discussed with District representatives. Access may be restricted so as not to interfere with the normal operations of the District or with established safety or security requirements.

2.5 Association Space

The Association will be allowed space on District property at a mutually agreed upon location, with telephone service maintained at the expense of the Association.

2.6 Business Conduct

Consultations between the District and the Association, for discussion of grievances and for negotiations between the District and Association representatives normally will be conducted during regular working hours. Association representatives who are on duty will be allowed to participate in such meetings.

Association officers are authorized reasonable time during on-duty hours to process employee complaints or grievances, and to conduct negotiations with management at the local level.

2.7 Association Meetings

The Association will be able to use District facilities for meetings provided space and time are available. All meetings using District facilities must have prior approval of the Fire Chief or the Chiefs designee.

Employees and companies normally covering the first in-district call for service where any such meeting is being held will be allowed to attend provided they remain ready and available to perform their duties. Association officers and employees who have business to present at the meeting but are assigned to other stations will be allowed to attend meetings. Arrangements for this purpose will be the same as routine department cover-ins, provided that the Association and Duty Chief both determine the resulting coverage meets acceptable emergency response safety standards.

2.8 Association Orientation of New Employees

Whenever the District hires an employee in any classification covered by this Agreement and represented by the Association, the District will provide said employee with access to a copy of the current Agreement. The District will make reasonable effort to provide the Association with at least ten (10) business day written advanced notice of each new

employee's orientation. Notice will include the time, date, and location of the orientation, including whether it is held in person or online. Representatives of the Association are permitted to meet with new employees represented by the Association for up to thirty (30) minutes during a predesignated portion of the orientation. The District will make reasonable efforts to request that new employees represented by the Association attend the Association's portion of orientation. The Association will provide the District with any materials it would like the District to distribute at orientation. Requests by the Association for additional time or for access to the new employee on a different day or time, for an operational orientation of up to four (4) hours, will not be unreasonably denied.

Once every 120 days, upon written request to the Manager of Human Resources, the District will make reasonable efforts to provide the Association within 30 days the name, job title, work, home and personal cellular telephone numbers, personal email address, and home addresses of all employees in the bargaining unit.

2.9 Management Rights

The District reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Agreement or by law to manage the District, as such rights existed prior to the execution of this Agreement. The District and Association agree and understand that if, in the exercise of any of the rights set forth below, the effect of said exercise of rights by the District impacts an area within the scope of representation as set forth in the Meyers Miliias Brown Act ("MMBA"), case law interpreting said act, and/or Federal law, the District will have the duty to meet and confer with the Association regarding the impact of its decision and exercise of rights. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, will include, but not be limited to, the following rights:

1. Determine the District's mission and that of its constituent departments.
2. Set standards and levels of service.
3. Determine the procedures and standards for hiring employees.
4. Determine the procedures and standards for promotion of employees.
5. Direct employees and assign work on a day-to-day basis.
6. Establish and enforce uniform, dress, and grooming standards.
7. Determine the methods and means to relieve employees from duty when work is not available or for other lawful reasons.
8. Create efficiency in District operations.
9. Determine the means and methods to be used to achieve standards and levels of service.

10. Determine the numbers, skill types, and organization of the District's workforce.
11. Determine job classifications and descriptions.
12. Determine means and methods to finance District operations.
13. Determine facilities, technology, and equipment used by the District.
14. Contract for any service or work needed by the District.
15. Schedule employees and work.
16. Establish performance standards, evaluations, and improvement plans.
17. Discharge and discipline employees.
18. Take all lawful necessary actions to fulfill its mission during an emergency.

3. COMPENSATION

3.1 Salaries

The salary for the Battalion Chief classification Step 2 will be 20% above the Fire Captain, Step 2. The salary for Battalion Chief classification Step 1 will be 20% above the Fire Captain, Step 1. At all times, the salary of Battalion Chief classification Step 2 will be maintained at 20% above that of Fire Captain, Step 2, including if Fire Captain, Step 2 should obtain a pay increase or any applicable retroactive pay increase within the term of this agreement with the Southern Marin Chief Officers' Association. Salaries for Battalion Chief classifications will be maintained until the Battalion Chief classification pay is increased to meet the 20% benchmark but under no circumstances will be less than the 20% benchmark. Increases take effect the first full pay period following the date noted in Appendix A. The District will no longer calculate the payroll period including July 1 with two different salaries within the same pay period. The salaries will be paid bi-weekly. The monthly salaries for the various classifications in the representation unit are payable to Shift and Day employees covered by this agreement are set forth in the salary schedule in Appendix A. For clarity, as used in this Agreement the term "Day" means a regular work schedule of 40 hours a week and the term "Shift" means a regular work schedule of 56 hours a week.

3.1.1 Regular Rate of Pay

- A. The "regular rate of pay" is used to calculate an employee's overtime rate of pay.
 1. Regular rate of pay is calculated as follows:
 - a. An employee's total compensation over a work period,
 - b. Minus compensation which may be excluded pursuant to applicable law, and
 - c. Divided by the number of hours worked in the work period (hours worked and work period are defined in Section 3.4).

2. Subject to the requirements of federal law, the District includes the following pay in regular rate calculations:
 - a. Base pay as reflected in the pay schedule (Appendix A),
 - i. The Day differential, if applicable, is included in base pay, as provided in Section 3.2.1,
 - b. Longevity pay as provided in Section 3.7,
 - c. Incentive pay to the extent it is not already included in base pay as provided in Sections 3.3, 3.11 and 3.12,
 - d. Acting pay as defined in Section 3.8, and
 - e. Additional pay for holidays (Shift employees only) as defined in Section 3.11.

B. "Overtime rate" is calculated as 1.5 times an employee's regular rate of pay.

3.2 Salary and Wage Plan for Battalion Chiefs

Employees advance up the Battalion Chief salary step schedule based on merit and time in service. Continuous service includes only actual time in active service to the District. Any period of inactivity without active service to the District, for example a medical leave, is excluded. The probationary period will be automatically extended during such periods of inactivity.

Step 1: The first step of each range is the minimum rate and is normally the hiring rate for the class.

Step 2: The second step rate applies to a fully qualified and experienced employee. Employees who have performed at satisfactory levels for a period of 12 months of continuous service in Step 1 will be granted this step.

Step 3: The third step is for employees with at least 12 months in the classification and who have obtained at least 2% of the incentives from 3.3.C., 3.11 and 3.12.

Step 4: The fourth step is for employees with at least 12 months in the classification and who have obtained at least 3% of the incentives from 3.3.C., 3.11 and 3.12.

Step 5: The fifth step is for employees with at least 12 months in the classification and who have obtained at least 4% of the incentives from 3.3.C., 3.11 and 3.12.

Step 6: The sixth step is for employees with at least 12 months in the classification and who have obtained at least 5% of the incentives from 3.3.C., 3.11 and 3.12.

Step 7: The seventh step is for employees with at least 12 months in the classification and who have obtained the maximum 6% of the incentives from 3.3.C., 3.11 and 3.12.

Advancement from one step to the other will be only at the recommendation of the Fire Chief or the Fire Chief's designee.

3.2.1 Day Battalion Chiefs (40 Hour Work Week)

Battalion Chiefs assigned the Day (40-hour) Battalion Chief position will receive a 5% differential factored into their base salary as listed in Appendix A. As of the effective date of this Agreement, the incumbent Day Battalion Chief's differential will be 14% above the Shift Battalion Chief rate until he vacates the Day Battalion Chief position or through June 30, 2028, whichever occurs first.

A Day Battalion Chief position is for a minimum term of two years, mutually agreed upon, and subject to the approval of the Fire Chief. After completion of the two-year term, the employee may move to a Shift Battalion Chief position if there is a vacancy available. A Day Battalion Chief may be assigned to work a 5/8 or 4/10 weekly schedule. All other terms and conditions of employment of a Day Battalion Chief position, including vacation and sick leave accrual, etc., are as provided in this Agreement (e.g., for 40-hour per week Day positions vacation accrual is as provided in Section 5.2.2 and sick leave accrual is as provided in Section 5.1). The District has sole discretion over hiring, appointment, the elimination of existing positions, and the creation of additional positions, including Day positions. The terms of this Section 3.2.1 supersede and replace any conflicting terms in any side letter agreement entered into prior to the start of the term of this Agreement.

3.3 Educational Incentive

Certain educational incentives are included in base pay as reflected in Appendix A. Specifically, an associate degree or higher from an accredited college and the Fire Officer I Certification and the eligibility for holding the Chief Officer Certificate are minimum requirements for entry into the Battalion Chief classification. Accordingly, the educational incentive for holding an associate degree and Fire Officer I Certification are included in base pay starting with Step 1. An employee may earn educational incentive pay for the following forms of education if they exceed the requirements of the employee's job description. Payment for earning an education incentive from the list below takes effect the first full pay period after the employee successfully submits certification to Human Resources of satisfying the applicable eligibility criteria and once the employee has satisfied the other criteria for advancement, including accumulation of a sufficient number of incentives and 12 months of continuous service in the classification.

- A. A 3.5% of the monthly base salary per month pay incentive for employees holding a Chief Officer Certificate from the State Board of Fire Services.
- B. A 2% of the monthly base salary per month pay incentive for employees holding a bachelor's degree in a field related to the fire service (as approved by the Fire Chief).
- C. A 2% of the monthly base salary per month pay incentive for employees who have earned a master's degree from an accredited school. Completion of at least half of the credits required towards a master's degree from an accredited school provides a 1% of the monthly base salary per month pay incentive for the employee.

3.4 Work Schedules

The District will pay employees for all hours worked. “Hours worked” for purposes of assessing employee eligibility to receive overtime pay will include vacation leave, compensatory time off, and sick leave. To the extent prescribed by law, when a shift trade occurs the traded shift is included in “hours worked” for the scheduled employee and excluded from “hours worked” for the substitute employee.

A. Standard Work Schedules

1. The District assigns all Day employees who work a schedule of 40 hours a week, including the Day Battalion Chief, a standard 5-day/40-hour or 4-day/40-hour work schedule.
2. For those employees assigned to a 5-day/40-hour or 4-day/40-hour schedule, the District uses a 7-calendar-day work period, which begins at 12:00 a.m. on a Sunday and ends at 11:59 p.m. on the following Saturday. As a default, employees are assigned to work 40 hours in each 7-day work period under a 5-day/40-hour or 4-day/40-hour schedule.
3. For those Day employees assigned to work a 5/40 or 4/10 schedule, if an employee works more than 40 hours in a 7-day work period, then the District will pay the employee for this time at the legally required overtime rate of pay.

B. Alternative Work Schedules

1. The District assigns all Shift employees who work a schedule of 56 hours a week a Fair Labor Standards Act (“FLSA”) § 7(k) alternative work schedule.
2. For those employees assigned to an alternative work schedule, the District uses a 24-day work period, which begins at 8:00 a.m. on Day 1 and ends at 7:59 a.m. on Day 24. As a default, employees are assigned to work 192 hours in each 24-day work period.
3. An employee’s 24-day work period under an alternative work schedule will not correspond with the District’s pay periods. The District will calculate overtime based on an employee’s 24-day work period.
4. Employees are assigned to work 192 hours in each 24-day work period. Under FLSA, an overtime premium is due when hours worked exceed 182 hours in each 24-day work period. To account for the overtime premium due under FLSA for the 10 hours worked in excess of 182 in each 24-day work period, the District will pay Shift employees a 2.7% premium at each employee’s regular rate each pay period. Employees on workers’ compensation leave are not eligible for the

2.7% premium. Day employees are not eligible for the 2.7% premium. The Association expressly agrees and covenants as a material term of this Agreement that the 2.7% premium constitutes full compliance with the District's obligations under FLSA.

5. Hours in addition to 192 in a 24-day work period will be paid according to Section 3.1.1.

3.5 Overtime

The District compensates employees for all overtime hours worked using an employee's overtime rate, pursuant to the provisions below and the requirements of law.

A. Compensatory Time Off:

1. If an employee works overtime hours, then the employee may choose to receive compensatory time off in lieu of overtime compensation. If an employee so chooses, the employee will receive one-and-one-half hours of compensatory time off for each hour of overtime worked as required by law.
2. To receive compensatory time off, an employee must submit the request through the District's electronic timekeeping system in advance of working the hours.
3. Compensatory time off may be accrued to a maximum of 192 hours.
4. An employee may use accrued compensatory time off to cover time off. If an employee used accrued compensatory time off to cover time off, then the employee will be paid for this time at the legally required regular rate of pay.
5. The District will cash out all accrued compensatory time off during the final payroll period each December before the end of calendar year, the employee will be paid for this time at the legally required regular rate of pay.
6. Upon separation from employment, accrued compensatory time off will be paid to the employee at the legally required regular rate of pay.

B. An employee who works in addition to their regular work schedule will be compensated for this time at the rate of pay applicable to the step of the pay scale in Appendix A for such an assignment unless the employee is assigned the duties of a higher classification by the Fire Chief or the Fire Chief's designee. When an employee is assigned the duties of a higher classification by the Fire Chief or the Fire Chief's designee, Section 3.8 (acting pay) applies.

C. Employees who are called back for an emergency situation and do so report will be assigned a minimum of two hours of work; if at least two hours of work is not assigned to the employee, then the employee will be paid for two hours of work.

- D. The District will allow use of paid leave (e.g., compensatory time off and vacation) for a total of up to three (3) line personnel off per shift.

3.6 Deferred Compensation

Employees may voluntarily contribute to a deferred compensation plan sponsored by the District.

3.7 Longevity Pay

Longevity pay is based on the following schedule of consecutive years served from date of hire. Longevity pay is incorporated into base pay as reflected in the pay schedule in Appendix A. Longevity steps are not stackable and do not compound. Effective the first full pay period after ratification of the Agreement by both Parties, the maximum longevity pay an employee may earn is 5.0%:

- 2.5% after 10 years of service;
- Plus 1.5% after 15 years of service *for a total of 4.0%*; and
- Plus 1.0% after 20 years of service *for a total of 5.0%*.

Calculation for years of service will be based on years served with:

1. Southern Marin Fire Protection District
2. Alto Richardson Bay Fire Protection District
3. Tamalpais Fire Protection District
4. City of Sausalito for employees transferred as a result of the annexation of June 2012
5. City of Sausalito for employees transferred to the District as a result of the Agreement between the City of Sausalito and the District effective on or about April 25, 2006
6. City of Mill Valley Employees transferred to the District on July 1, 1994
7. City of Mill Valley Employees transferred to the District on July 1, 2023

3.8 Acting Pay for Working Out of Classification

An employee who is assigned by the Fire Chief or the Fire Chief's designee to perform the duties of a higher classification will receive an additional percentage of base pay as an acting pay differential for the hours the employee was directed to work in the specified higher classification, acting pay for such hours is included in rate of pay as provided in Section 3.1.1. The acting pay differential for an Acting Fire Chief is 20% of base pay but not to exceed the base pay for Fire Chief Step 1. The acting pay differential for an Acting Deputy Fire Chief is 10% of base pay but not to exceed the base pay for Deputy Fire Chief

Step 1. Section 3.7 longevity pay and Section 3.3 educational incentives for an Acting Fire Chief and an Acting Deputy Fire Chief are the same as a Fire Chief Step 1 and Deputy Fire Chief Step 1, respectively.

An employee who is assigned by the District to serve as Acting Fire Chief or Acting Deputy Fire Chief will receive an additional percentage of base pay as an acting pay differential for the hours the employee was directed to work in the specified higher classification, acting pay for such hours is included in rate of pay.

The District may offer the role of Acting Fire Chief or Acting Deputy Fire Chief to Battalion Chiefs who are deemed qualified to fill this role by the District Board of Directors (“BOD” or “Board”) and as determined by the Fire Chief while the Fire Chief or Deputy Fire Chief are unavailable.

The following outlines the exclusive structure as to how the Chief Officers should be compensated while, or as a result of temporarily filling these roles, notwithstanding anything contrary in the adopted MOU.

The procedures for such temporary assignments will be as follows:

1. The Fire Chief will assign an authorized Chief Officer, to the role of Acting Fire Chief and Acting Deputy Fire Chief based upon the needs of the District and the availability of Chief Officers. The Fire Chief will determine those Chief Officers authorized to work as Acting Deputy Fire Chief when the current Deputy Fire Chief is unavailable. A qualification for this will be noted in a personnel order.
2. A member serving in the role of Acting Fire Chief will be paid the acting pay differential 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, members will be paid 1/2 hour of overtime for every hour of Acting Fire Chief or Acting Deputy Fire Chief coverage, to a maximum of 12 hours of overtime.
3. If the Acting Fire Chief is called into the District on an emergency response, the Acting Fire Chief will be paid at the overtime rate for each hour of the emergency the Acting Fire Chief was present.
4. Chief Officers on promotional probation are not eligible to work as Acting Fire Chief or Acting Deputy Fire Chief.
5. Duties for the Acting Fire Chief or Acting Deputy Fire Chief include, but are not limited to:
 - a. Perform all the duties of the Fire Chief or Acting Deputy Fire Chief as directed by the Fire Chief or the Board President.
 1. It is understood that circumstances may arise requiring the Acting Fire Chief or Acting Deputy Fire Chief to work in the District on a normally scheduled day off.

- b. Administrative and operational management of the Fire District, 24 hours a day, seven days a week.
- c. Respond to emergency incidents in support of the Incident Commander and Incident Command Post.
- d. As Acting Fire Chief, daily check-in with the Board President via a phone call, as prescribed by Board President.
- e. Conduct recurring OPS and weekly staff planning meetings.
- f. Attend Board Meetings in the role of Fire Chief.
- g. All other duties described in the Fire Chief or Acting Deputy Fire Chief job descriptions.
- h. Attend community interaction events as directed by the Fire Chief or Board President.

3.9 Holiday Pay

The District recognizes the following 14 holidays:

The first day of January (New Year's Day)

The third Monday in January (Martin Luther King's Birthday)

The twelfth day of February (Lincoln's Birthday)

The third Monday in February (Washington's Birthday)

The last Monday in May (Memorial Day)

The nineteenth day of June (Juneteenth)

The fourth day in July (Independence Day)

The first Monday in September (Labor Day)

The ninth day of September (Admission Day)

The second Monday in October (Columbus Day)

The eleventh day of November (Veterans Day)

The fourth Thursday in November (Thanksgiving Day)

The fourth Friday in November (Day after Thanksgiving Day)

The twenty-fifth day of December (Christmas Day)

Shift Employees: The District will pay for the recognized holidays whether scheduled on or off duty, by the following formula: Twelve (12) hours per holiday (one-half shift) at the employee's base hourly rate of pay. The District will pay for the seven (7) holidays that occur between July 1 and November 30 (Independence Day, Labor Day, Admission Day, Columbus Day, Veterans Day, Thanksgiving Day, and the Day after Thanksgiving Day) with the first paycheck following the Day after Thanksgiving Day holiday. The District will pay for the seven (7) holidays that occur between December 1 and June 30 (Christmas Day, New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Juneteenth) with the first paycheck following Juneteenth.

Day Employees: The District will pay eight (8) hours per holiday for each of the fourteen (14) recognized holidays. When a *holiday falls on a scheduled day on*, the employee will receive eight (8) hours holiday pay for the day. An employee may elect to work additional hours when a holiday falls on a schedule day on and will be paid eight (8) hours of holiday pay for the day in addition to pay for any additional hours worked. The District will not provide "flex time" to an employee who works additional hours on a holiday that falls on a scheduled day on. When a *holiday falls on a scheduled day off*, eight (8) hours of vacation will be added to the employee's accumulated vacation balance.

3.10 Uniform Maintenance Program

The District provides or replaces standard, approved firefighting uniforms as needed (i.e. nomex uniform shirt, nomex pants, belt, and boots).

3.11 Professional Development

The maximum professional development incentive an employee may earn is 2.0% of base salary.

An employee may earn 2.0% in incentive pay for successfully completing the National Fire Academy Executive Fire Officer Program.

An employee may earn 1.0% for successfully completing the Executive Leaders Program through the Naval Postgraduate School.

Payment for earning a professional development incentive from the list above takes effect the first full pay period after the employee successfully submits certification to Human Resources of satisfying the applicable eligibility criteria.

3.12 Operational Enhancements

Each course approved as applicable to Operational Enhancements will provide a 0.5% of the monthly base salary per month pay incentive, up to a maximum of 2.0%. Completed courses will qualify for the 0.5% pay incentive. Approval to participate in the courses will not be unreasonably withheld by the District.

The following courses, which should constitute approximately 40 hours of instruction, are illustrative of those eligible for the Operational Enhancement incentive: Division Group Supervisor; Strike Team Leader; Master Instructor; Safety Officer; Fire Investigator; Fire Inspector I; and Community Risk Reduction Officer. Other courses related to strategic operations may qualify, subject to the reasonably provided approval of the Fire Chief or the Deputy Chief of Operations and Training. A Battalion Chief may receive the incentive for developing and teaching a course approved by the Deputy Chief of Operations that relates to strategic operations.

Payment for earning a professional development incentive from the list above takes effect the first full pay period after the employee successfully submits certification to Human Resources of satisfying the applicable eligibility criteria.

3.13 Pensionable Pay

The Public Employees' Pension Reform Act (PEPRA) became law on January 1, 2013.

For "classic" members who participated in the Marin County Employees' Retirement Association (MCERA) pension system, or a comparable plan with reciprocity with MCERA, the compensation items set forth in Sections 3.3 (Educational Incentive), 3.11 (Professional Development), and 3.12 (Operational Enhancements) are pensionable items.

For "PEPRA" members who joined MCERA on or after July 1, 2013, pensionable pay is limited to regular salary (including step increases), Fair Labor Standards Act premium pay for regularly scheduled work assignments only, and paid time off to the extent it is used in lieu of regular hours. For "PEPRA" members, the compensation items set forth in Sections 3.3 (Educational Incentive), 3.11 (Professional Development), and 3.12 (Operational Enhancement) are not pensionable items.

3.14 Moving Between Day and Shift Assignments

A. Pay and Overtime Calculation

The District employs Day employees with regular work schedules of 2,080 hours a year and Shift employees with regular works schedules of 2,912 hours a year.

When an employee works Day and Shift assignments in the same work period, base pay for hours worked in each respective assignment is paid at the applicable step of the pay scale in Appendix A for an employee in such an assignment. Any overtime worked is paid in cash (not compensatory time off). The overtime premium (i.e., the amount paid in addition to the regular hourly rate) is calculated using a weighted average of all hours worked in both Day and Shift assignments during the work period as required under U.S. Department of Labor Fact Sheet #23: Overtime Pay Requirements of the FLSA, and 29 CFR §§ 778.415 through 778.421.

For example, when a Day employee works a Shift assignment, pay for hours worked in the Shift assignment is calculated by using the applicable step of the pay scale in Appendix A for a Shift employee in such an assignment. If the employee's Day rate of pay is \$140.00 an hour

and Shift rate of pay is \$100.00 an hour and the employee works 40 hours in a Day assignment and 24 additional hours in a Shift assignment, the overtime premium for each of those additional Shift hours is calculated as follows:

$$40 \text{ Day hours} \times \$140.00 \text{ an hour} = \$5,600.00$$

$$24 \text{ Shift hours} \times \$100.00 \text{ an hour} = \$2,400.00$$

$$\$5,600.00 + \$2,400.00 = \$8,000.00$$

$$40 \text{ Day hours} + 24 \text{ Shift hours} = 64 \text{ total hours}$$

$$\$8,000.00 / 64 \text{ total hours} = \text{an average of } \$125.00 \text{ an hour}$$

$$\$125.00 \text{ an hour} \times 50\% = \text{an overtime premium of } \$62.50$$

In the example, the Day employee makes \$162.50 an hour (\$100.00 + \$62.50) for working 24 additional hours in a Shift assignment. This same principle applies when a Shift employee works a Day assignment during the work period.

B. Additional Hours

A Day employee's eligibility for additional hours in a Shift assignment is determined after converting hours worked in the employee's Day assignment as though they were worked in a Shift assignment, i.e., every one hour worked in the employee's Day assignment in the applicable 24-day work period is multiplied by 1.4. This same principle applies to a Shift employee's eligibility for additional hours in a Day assignment, i.e., every one hour in the employee's Shift assignment in the applicable 7-day work period is multiplied by 0.7143.

C. Paid Leave Conversion

When an employee moves from Day to Shift, or vice versa, all paid leave balances are adjusted (up or down) to reflect the accrual for the new position:

- When an employee moves from Day to Shift, all paid leave hours are increased by multiplying the paid leave balance by 1.4; and
- When an employee moves from Shift to Day, paid leave hours are reduced by multiplying the paid leave balance by 0.7143.

“Paid leave” for purposes of this provision includes all paid leave, e.g., vacation, sick, and compensatory time off. After ratification of this agreement, the District will retroactively apply Paid Leave Conversion to employees with paid leave hours accrued in both Day and Shift assignments and adjust such hours (up or down) to reflect the accrual for their current position.

4. BENEFITS

4.1 Medical Insurance

A. Medical Insurance Premiums

Medical insurance will be carried through the Kaiser Foundation Health Plan, Inc. for all employees covered by this MOU and their dependents. Said coverage will be paid by the District and employee as described below:

Effective July 1, 2017, the District will pay up to the premium for the Kaiser Low plan for each employee minus a fixed employee contribution of approximately 10% of that premium based on each employee's eligibility level as follows:

Employee Only:	\$36.00 per pay period
Employee Plus One:	\$72.00 per pay period
Family:	\$90.00 per pay period

B. Medical Insurance Plans

The District recognizes as additional health care plan options. 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. Medical Insurance Opt-Out

On January 1, 2024, the Medical Insurance Opt-Out ended.

4.2 Dental Insurance

Dental Insurance will be provided by Delta Dental. This plan covers all employees represented by this MOU and their dependents. Premium costs for dental insurance will be paid by the District.

Full-time employees with fifteen years of service to the District and who were employed on or before July 1, 2001 will qualify for the continuation of Dental Insurance for the employee and spouse upon retirement.

4.3 Life Insurance and Accidental Death Insurance

Employees will receive life insurance and accidental death insurance paid by the District. Each insurance policy will be \$50,000 per employee. To be eligible for the policies, employees must enroll at the time of hire. An employee may elect to enroll in additional life insurance coverage exceeding \$50,000 provided the employee pays the additional cost of the premium. If the employee elects life insurance coverage of \$200,000 or more, the employee must provide evidence of insurability within the 30 days of hire to be eligible for the additional benefit.

4.4 Long Term Care

The District will provide a California Association of Professional Firefighters long-term care plan for each employee.

4.5 Long Term Disability

The District will provide a California Association of Professional Firefighters long-term disability plan for each employee.

4.6 Vision Care

The District will provide employees with a vision care plan that provides for a comprehensive eye examination as well as prescription glasses/contact lenses as provided in the Vision Care Policy.

5. LEAVES

5.1 Sick Leave

Sick leave is earned at the rate of twelve (12) hours per month for individuals working a 56-hour work week.

Sick leave is earned at the rate of eight (8) hours per month for individuals working a 40-hour work week.

Sick leave may be granted by the District to an employee for the following purposes: (i) diagnosis, care, or treatment of an existing health condition of (or preventative care for) an employee or an employee's family member (as detailed immediately below), or (2) an employee who is a victim of domestic violence, sexual assault, or stalking, for purposes specified in California law. Family member will only include a child (i.e., biological child, adopted child, foster child, stepchild, legal ward) of an employee or an employee's spouse or domestic partner.

In accordance with California law, the District will allow an employee 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.

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

Additionally, sick leave may be utilized for the following:

1. Physical illness or physical incapacity caused by factors over which the employee has no reasonable immediate control;

2. Hospitalization of a member of the immediate family or a member of the immediate household for whom the employee may claim a Federal tax exemption; and
3. Care of a member of the immediate family who is seriously ill, incapacitated or injured, though not hospitalized, and who has been approved in advance by the Fire Chief or designee.

The District has the right to request proof of illness if there is a question of the validity of the illness or the ability of the employee to return to duty.

An employee who absents themselves from duty on sick or special leave will notify the Fire Chief or such other person as department rules may provide, early on the first day of absence, of the reasons for requiring such leave, and failure to do so may be grounds for denial of such leaves without pay for the period of absence, if permitted by law.

Each such absence will be reported by the department to the Duty Chief, where proper records will be maintained of all absences.

Holidays and regular days off occurring when an employee is on sick or special leave will not be charged against such employee's sick leave credits.

Sick leave will automatically terminate on the date of retirement of the employee or on the date on which an ordinary disability allowance under the retirement system becomes effective.

5.1.1 Sick Leave Payout at Retirement

If an employee retires after ten or more years of service with the District, the District will convert sick leave using the employee's base hourly rate and contribute the amount to the employee's deferred compensation account up to the Internal Revenue Code (IRS) annual limit. If the value of converted sick leave exceeds the IRS annual limit, the balance will be paid in cash. The sick leave payout benefit will also be provided in the event an employee dies.

5.1.2 Mandatory Sick Leave Conversion

The first full period in January the District will convert sick leave accrued in excess of 1,440 hours for a Shift (56-hour) employee and 960 hours for a Day (40-hour) using the employee's base hourly rate and contribute the amount to the employee's deferred compensation account up to the IRS annual limit.

5.2 Vacation

5.2.1 Vacation Selection

The District will allow use of paid leave (e.g., vacation and compensatory time off) for a total of up to three (3) line personnel off per shift. Employees must comply with District vacation policy to take paid vacation.

5.2.2 *Vacation Accrual*

Employees may accrue up to two years of earned vacation credit.

The vacation accrual schedule for employees working a 24-hour shift will be:

0-5 years	8 shifts	192 hours
10 years	11 shifts	264 hours
11-15 years	12 shifts	288 hours
16-20 years	13 shifts	312 hours
21 years +	14 shifts	336 hours

The vacation accrual schedule for employees working a 40-hour week schedule will be:

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

Eligible vacation time will be scheduled by mutual agreement between the District and the employee.

5.2.3 *Vacation Cash-Out*

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 appear in the employee's second payroll check of January.

5.2.4 *Vacation Converted to Deferred Compensation*

An employee may elect to convert the monetary value of a portion or all of their unused vacation hours to their Deferred Compensation plan account. The employee must notify the Fire Chief of his or her intent to exercise this option. The notification must incorporate the amount of vacation hours to be converted and the month to be distributed to the employees deferred compensation account.

5.2.5 *Accrued Vacation Hours*

Upon separation, resignation, termination, or retirement all unused vacation hours will be elicited as a cash out and/or deposited in the employee's deferred compensation plan, at the employee's base hourly rate of pay. Accrued vacation cash out is not to be considered pensionable. At the end of employment, prorated amounts of vacation will be credited to the

employee's account. Unused vacation time at termination will be compensated by payment at the employee's base hourly rate of pay.

Employees do not accrue vacation during the 18-month new employee probationary period. The District will credit 12 shifts of vacation to each employee who passes new-hire probation.

5.3 Funeral Leave

All employees will 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 four (4) shifts for Shift employees and 40 hours for Day employees. Both Shift and Day employees may take additional unpaid days off up to a total of 5 days off (paid and unpaid).

1. Immediate family is defined as spouse, domestic partner, 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).
2. A Shift employee will be granted four (4) shifts and a Day employee will be granted 40 hours without loss of pay to attend the funeral of grandparents or grandchildren, brother-in-law, or sister-in-law if scheduled to work on that shift, and time is charged to sick leave or vacation at the employee's discretion. Both Shift and Day employees may take additional unpaid days off up to a total of 5 days off (paid and unpaid).
3. Employees will be permitted to exchange hours for additional funeral attendance, or preparation not covered in this Section 5.3.

5.4 Jury Duty Leave

Any regular employee called for jury duty will notify the District upon receipt of such notification. Employee will be on paid jury duty status during jury selection requiring the employee's physical presence at court and for attendance at trial as a juror. When the employee is released from jury service each day during jury selection and/or trial, the employee must either promptly report to work or use vacation and/or CTO for the balance of the employee's shift. An employee must immediately return to regular duty as soon as the employee's jury service ends.

Employee returning to duty must notify the on-duty Battalion Chief immediately upon return.

5.5 Catastrophic Leave

Employees may donate sick, vacation and comp time to another employee who has exhausted his/her sick, vacation and comp time leave due to a catastrophic off-duty event. Once an employee has donated time, it belongs to the recipient and cannot be returned to the donor.

Recipients may use donated time pursuant to the leave policy governing the type of leave that was donated to them. Catastrophic leave will not be available for employees who are on Workers Compensation and have exhausted their (4850) benefits.

5.6 Family Leave

The District will provide family leave as provided by law.

5.7 Military Leave

Military leave as defined in State law will be granted to any regular employee. All employees entitled to Military leave will give the Fire Chief a reasonable opportunity, within the limits of military regulations, to determine when such leave will be taken.

5.8 Worker's Compensation Leave

Safety employees will be governed by the provision of § 4850, et seq. of the Labor Code.

5.9 Court Leave

Employees subpoenaed to appear in court for cases within the scope of their employment or a public emergency response while off-duty will be on-duty during the time employees are subject to the subpoena, until released by the Court. Employees required to appear in Court other than during their regular tour of duty will receive a minimum of three (3) hours pay at the overtime rate and will appear in Class A uniform. The Fire District, when informed, will provide appearance information for the employees. This information will be made available, if known, by 6:00 pm on the last court day preceding the scheduled appearance date of the employee. Employees will be responsible for notifying the Duty Chief after 6:00 pm.

6. TERMS AND CONDITIONS OF EMPLOYMENT

6.1 Hours of Work

The weekly duty schedule for employees assigned to a 24-hour shift is a 2 x 4 schedule (48 hours on/96 hours off), with a three (3) platoon system.

The weekly duty schedule for employees assigned to the 40-hour Day Battalion Chief Assignment is established at the sole discretion of the Fire Chief but could include a 5/8 or 4/10 schedule.

6.2 Staffing

District staffing of 21 uniformed safety employees per shift includes:

- 1 Battalion Chief or Acting Battalion Chief which may be staffed from another agency under a shared services agreement
- 5 Captains which may include Captain-Paramedics, Acting Captains, or Acting Captain-Paramedics
- 5 Engineers authorized to drive and operate fire apparatus which may include Engineer-Paramedics, Acting Engineers, or Acting Engineer-Paramedics
- 4 Firefighter-Paramedics
- 6 Firefighters

6.3 Probationary Period

All *newly promoted* employees covered by this Agreement will be required to satisfactorily complete continuous service for a 12-month at-will probationary period. An employee who is dismissed from probation earned via promotion will revert to the rank and salary step held prior to promotion. For a *newly hired* Battalion Chief the at-will probationary period requires 18 months of satisfactorily continuous service. A *newly hired* Battalion Chief may be dismissed for any lawful reason during the 18-month at-will new hire probationary period without right of appeal to the grievance procedure. Continuous service includes only actual time in active service to the District. Any period of inactivity without active service to the District, for example medical leave, is excluded. The probationary period will be automatically extended during such period of inactivity.

6.4 Physical Fitness

A Physical Fitness Program, referred to as the Wellness/Fitness Initiative, has been devised in an effort to provide a more physically fit employee and to reduce the incidence of compensable industrial injuries.

As with any such program, the returns to the employee are in direct proportion to the effort and enthusiasm with which he/she participates in the program. The following procedures and recommendations are based on available medical information and experience and have been developed to promote the general health, welfare, and longevity of District personnel. It is believed that a conditioned and healthy employee will provide a more effective and efficient public emergency service.

6.4.1 *Administration*

The program would be administered by a bipartite committee of four (4) individuals, two (2) selected by the Fire Chief and two (2) selected by the Southern Marin Chief Officers' Association. This Committee will have overall responsibility for administration of the program including recommending program consultants, hearing appeals by employees, recommending alterations, amendments, or individualized exceptions to the Plan and proposing recommended discipline to the Fire Chief for employees who fail to meet prescribed ranges. A quorum of the Committee will consist of all four (4) Members, and

action can only be taken by a majority of the quorum. Regarding discipline, no discipline may be imposed by the Fire Chief which is greater than that agreed upon by the Committee, although the Fire Chief may impose a lesser form of discipline if he/she so elects.

It is further provided that discipline cannot be imposed upon any employee hired prior to July 1, 2002 except if said employees fails to participate in said program by:

- A. Failing to show up for scheduled appointments.
- B. Does not make a bona fide effort during the testing process.

6.4.2 Injuries

Any injuries suffered by a participant while participating in the program will be deemed to be industrial and job-related, with the exception of injuries attributable to those activities considered to be primarily recreational such as team sports, skiing, etc.

6.4.3 On-duty Participation

All testing, qualification, re-testing, and any required medical examination or treatment will be performed while the employee is on-duty, or, if that is not feasible, the employee will be compensated at the overtime rate.

6.4.4 Physical Prescriptions

Recognizing fiscal limitations, upon employee request and recommendation of the Bipartite Committee, the District will make available at District expense a physical prescription that is directly related to achieving program criteria.

6.4.5 Physical Fitness Components

Subject to “individualization” of the following elements by the Committee at the request of an employee and/or his/her physician or the District (related to the employee’s age, height, weight, prior injuries, or any medical limitations); the following components will be included:

1. Resting heart rate;
2. Resting blood pressure;
3. Blood test for cholesterol levels;
4. Body fat measurement;
5. An event determined by the Committee to measure physical agility and limited aerobic capacity;
6. An upper body strength test (consisting, perhaps, of a combination of lifting and dynamometer tests); and

7. Test of trunk strength/extension/flexibility.

This test will be administered annually; if an employee fails to meet prescribed ranges in any of the components listed above, the employee will be allowed another opportunity to retake and pass the test within four (4) months before any administrative action is proposed or taken against him/her.

6.4.6 Evaluations

Failure of an employee to successfully meet the program criteria will not, in and of itself, constitute grounds for an adverse personnel evaluation.

All Parties should recognize that this undertaking may need alteration, amendments, and revisions as it goes along and that should be understood to be the basic responsibility of the Bipartite committee, obviously subject to that requirement that if any substantial changes are proposed in the program format, that would constitute an item for meet and confer between the District and the Association.

6.4.7 Administrative Leave

Any employee relieved of duty based upon findings in the annual Occupational Medicine physical evaluation will be covered by the District for absences up to thirty (30) shifts without any use of the employee's sick leave or vacation leave.

6.5 Disciplinary Action

The District may discipline an employee for just cause. The District applies the principle of progressive discipline, which means that it first uses less severe forms of discipline to correct misconduct and advances to more serious forms of discipline for repeated misconduct. However, some misconduct is sufficiently serious that it justifies a significant penalty up to and including employment termination for the first offense. The District will comply with the Firefighters Procedural Bill of Rights Act to the extent required by law in its administration of employee disciplinary actions. Examples of just cause include but are not limited to the following:

1. Violation of the law.
2. Substance abuse as defined in District policy.
3. Use of drugs and/or alcohol on duty.
4. Neglect of duty.
5. Disobedience of or failure to comply with District orders as defined herein.
6. Absence from duty without leave.

7. Conduct unbecoming an employee of the District which might be detrimental to the service.
8. Accepting or soliciting a bribe.
9. Immoral acts.
10. Appropriating any lost, found, stolen, District or evidence property to their own use.
11. Falsification of reports, records, or communications.
12. Improper political activity that may conflict with District's mission statement.
13. Feigning sickness or injury to escape duty.
14. Rough or careless handling of District property.
15. Insubordination.
16. Dishonesty.
17. Incompetence or non-performance of duty.
18. Any other act or omission contrary to the good order and discipline of the District and/or which violates any District rules, policies, or other governing documents.

6.6 Grievance Procedure

A. Definition:

1. A grievance is any dispute which involves (1) the interpretation or application of any provisions of this Agreement; or (2) the interpretation or application of rules, regulations, resolutions, ordinances and existing practices concerning negotiable terms or conditions of employment.
2. Disciplinary appeal procedures will comply with the Firefighters Procedural Bill of Rights Act and applicable due process case law.
3. A grievance may be filed by (1) an employee who has been injured by any of the actions listed in paragraph 1 above, (2) jointly by any group of employees who have been injured by any of the actions listed in paragraph I above, or (3) by the employee organization when the District has taken any of the actions listed in paragraph 1 above.

B. Informal Grievance

1. Within seven (7) calendar days of the event giving rise to the grievance, the grievant will present the grievance informally for disposition to his/her immediate supervisor.

2. Presentation of an informal grievance will be a prerequisite to the institution of a formal grievance.

C. Formal Grievance:

1. If the grievant believes that the grievance has not been resolved in the informal grievance process, the grievant may file a formal grievance within five (5) calendar days of receiving the immediate supervisor's response to the informal grievance. This formal grievance will state in writing the nature of the problem and the desired remedy, and will be submitted to the Chief of the Department.
2. Step 1: Within two (2) working days of receipt of the formal grievance, the Chief of the Department and Personnel Committee will meet with two members of the Union in an effort to ascertain all facts connected with the grievance. Within ten (10) calendar days of said appointment, the Parties will meet together, investigate the grievance, and attempt to reach an agreement on the disposition of the grievance.
3. Step 2: If the decision of the Chief of the Department resolves the grievance to the satisfaction of the grievant, the matter will be considered resolved. If the decision of the Chief of the Department does not resolve the grievance to the satisfaction of the grievant, the grievant may, within five (5) calendar days of being notified of the Chief of the Department's decision, appeal the matter in writing to the Chief of the Department, requesting one of the following methods of disposition:
 - a. Appointment of a panel consisting of one representative of the Chief of the Department, one representative of the grievant, and one representative of the State Conciliation Service; or
 - b. Appointment of a panel consisting of one representative of the Chief of the Department and one representative of the grievant. This panel will mutually select an impartial arbitrator. Arbitration is final and binding.

D. General Conditions:

1. And time limit may be extended only by mutual agreement in writing.
2. Any aggrieved employee may be represented by any person or organization of his/her choice at any stage of the proceedings.
3. All expenses of arbitration will be shared equally by each party.
4. Failure on the part of the District or grievant to appear in any case before an arbitrator, without good cause, will result in forfeiture of the case and responsibility for payment of all costs of arbitration.

5. The decision of the Arbitrator or the Panel, whichever will have been selected by grievant, will be final and binding on all Parties, subject to ratification by the Board of Directors if the decision requires an unbudgeted expenditure.
6. A grievance concerning discipline does not survive the death of the grievant.

6.7 Representatives

The District will provide reasonable paid release time to an authorized Union representative selected by an employee to represent that employee during a grievance. The representative must be available to represent the employee as required by law, or the employee must select another representative. The representative will obtain approval from the Fire Chief or the Chiefs designee before leaving duty to perform any work to represent the employee.

6.8 Drug and Alcohol Prohibition

See Drug and Alcohol-Free Workplace policy.

6.9 Common Mess or On-Duty Meals

All employees on each shift at each station will attend an organized mess at the station for consumption of meals. Employees will contribute in equal shares for the cost of such meals up to \$40 for a 48-hour shift. The department will not be responsible in any manner for the cost of such meals, for the preparation thereof, for the collection of any funds or for the enforcement of or any other costs connected to this Section 6.9.

7. RETIREMENT

The District is a member of the Marin County Employees' Retirement Association ("MCERA") for the purpose of providing retirement benefits for employees.

Tier 1

The formula Plan for employees hired prior to July 1, 2005 will be the "3% @ 50" under Gov. Code § 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 will be "3% @ 55" under Gov. Code § 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 will be at the 3% @ 55 under Gov.

Code § 31664.2 calculated on single highest consecutive three (3) years with 3% cost of living allowance.

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 will 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 will 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 will be solely responsible for the employee share of retirement cost.

7.1 Medical Coverage after Retirement

A. Full Time Employees Hired by the District Before January 1, 2014 and retiring From the District Through the Marin County Employees’ Retirement Association (“MCERA”)

1. Service Credit Calculation

For purposes of this Section 7.1(A), the following will be considered as service credit with the District:

- a. Service credit with the Alto-Richardson Bay Fire Protection District;
- b. Service credit with the Tamalpais Fire Protection District; and/or
- c. Service credit with the City of Sausalito. This applies to all employees absorbed as part of either the April 6, 2006 agreement or the June 26, 2012 annexation who are not identified as a liability of the City of Sausalito for full medical insurance coverage post-retirement.
- d. Service credit with the City of Mill Valley for employees hired by the Tamalpais Fire Protection District on July 1, 1994.

2. Employees with a Minimum of 10 Years’ Service Credit with the District

Full time employees hired before January 1, 2014 who have 10 years’ service credit with the District, as defined in Sections 7(A)(1), and 7(A)(2) and who retire from the District through MCERA, will receive the following benefit:

- a. The District will provide 5% of the cost of “employee only” coverage per years served up to a total of 100% of the cost of coverage in the Kaiser Low Plan, as provided by MCERA, for the remainder of the employee’s life.

3. Employees with a Minimum of 30 Years’ Service Credit with the District.

Full-time employees hired by the District before January 1, 2014 who have 30 years’ service credit with the District, as defined in Section 7(A)(1) only, and who retire from the District through MCERA, will receive the following benefit:

- a. In addition to the benefit provided pursuant to Section 7.1(A)(2), the District will provide up to a total of 100% of the cost of spousal medical coverage (“Plus 1”) in the Kaiser Low Plan, as provided by MCERA, for the remainder of the spouse’s life. This benefit is limited to an employee’s spouse at the time of retirement. Upon the death of the former employee, the District will provide the surviving spouse up to a total of 100% of the cost of medical coverage at the Kaiser Low Plan “Single Rate.”

4. 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.

5. No Cash Value

The Section 7.1(A) benefit does not provide a cash benefit if coverage is declined or the enrolled plan has a lower monthly premium.

B. Retiree Health Savings Plan for Employees Hired by the District on or after January 1, 2014

Instead of providing retiree medical insurance as described above for employees hired before 2014, the District established Retiree Health Savings (“RHS”) Accounts pursuant to Federal tax law through ICMA for each employee hired on or after January 1, 2014. Each pay period, the District will make an employer contribution equal to 2% of each employee’s base hourly wages into the employee’s RHS Account. The employee will have direct deferral of 2% of their base salary.

C. Former City of Mill Valley Employees Hired by the District on July 1, 2023

Former City of Mill Valley (“CMV”) employees hired by CMV *after* April 30, 2017 participate in the District’s RHS effective as of July 1, 2023.

Former CMV employees hired by CMV *before* May 1, 2017 do not receive RHS or retiree healthcare through the District but may be eligible for retiree healthcare through CMV. See Section 6 and Attachment 1E of the Employee Transfer Plan and Implementing MOU Side letter dated June 30, 2023 for further details.

8. STRIKES AND LOCKOUTS

During the term of this Agreement the District agrees that it will not lockout employees, and the Association agrees that it will not, encourage, or approve any strikes, stand downs, sympathy strike, or other work stoppage growing out of any dispute relating to the terms of this agreement.

Each party consents to and waives any defenses against an injunctive action by the other party to restrain any violation of this article.

9. DURATION OF AGREEMENT

This agreement will be effective as of July 1, 2025 and will remain in full force and effect until June 30, 2028.

The Parties executed this Agreement effective as of July 1, 2025.

SOUTHERN MARIN CHIEF OFFICERS’
ASSOCIATION LOCAL 1775

SOUTHERN MARIN FIRE DISTRICT
BOARD OF DIRECTORS

By: Travis Fox
Travis Fox (Jan 20, 2026 17:56:00 PST)

By: _____
President Clifford Waldeck

Travis Fox, Bargaining Team

Date: _____

Date: Jan 20, 2026

By: Ken Martin
Ken Martin (Jan 19, 2026 13:12:32 PST)

Ken Martin, Chief Negotiator

Date: Jan 19, 2026

Approve as to Form:

Approve as to Form:

JG
John Grey (Jan 20, 2026 14:09:25 PST)

Jenica D. Maldonado

John Grey, Esq.

Jenica D. Maldonado,

Date: Jan 20, 2026

Date: Jan 24, 2026
SMT 13 General Counsel

APPENDIX A

The initial increase of 6.25% for Steps 1 and 2 and 8.25% for Steps 3 to 7 takes effect the first full pay period following ratification of the Agreement by both Parties. Subsequent increases under the Agreement take effect the first full pay period following the first day of the month noted below (e.g., the 2.75% increase in July 2026 is effective the first full pay period following July 1, 2026 and the 3.00% increase in January 2027 is effective the first full pay period following January 1, 2027 and so on).

Battalion Chief	July 1, 2025 to Ratification			6.25% for Steps 1 & 2 After Ratification 8.25% for Steps 3-7 After Ratification			2.75% in July 2026		
	Monthly	Annually	Base Hourly	Monthly	Annually	Base Hourly	Monthly	Annually	Base Hourly
Shift Step 1	14,505.47	174,065.64	59.78	15,412.06	184,944.74	63.51	15,835.89	190,030.72	65.26
Shift Step 2	15,230.73	182,768.76	62.76	16,182.64	194,191.73	66.69	16,627.67	199,532.00	68.52
Shift Step 3	15,535.36	186,424.32	64.02	16,817.03	201,804.33	69.30	17,279.50	207,353.95	71.21
Shift Step 4	15,687.65	188,251.80	64.65	16,981.88	203,782.57	69.98	17,448.88	209,386.59	71.90
Shift Step 5	15,839.96	190,079.52	65.27	17,146.76	205,761.08	70.66	17,618.29	211,419.51	72.60
Shift Step 6	15,992.28	191,907.36	65.90	17,311.64	207,739.72	71.34	17,787.71	213,452.56	73.30
Shift Step 7	16,144.58	193,734.96	66.53	17,476.51	209,718.09	72.02	17,957.11	215,485.34	74.00
Day Step 1	16,536.23	198,434.76	95.40	17,569.74	210,836.93	101.36	18,052.91	216,634.95	104.15
Day Step 2	17,363.03	208,356.36	100.17	18,448.22	221,378.63	106.43	18,955.55	227,466.54	109.36
Day Step 3	17,710.29	212,523.48	102.17	19,171.39	230,056.67	110.60	19,698.60	236,383.23	113.65
Day Step 4	17,883.92	214,607.04	103.18	19,359.34	232,312.12	111.69	19,891.73	238,700.70	114.76
Day Step 5	18,057.55	216,690.60	104.18	19,547.30	234,567.57	112.77	20,084.85	241,018.18	115.87
Day Step 6	18,231.19	218,774.28	105.18	19,735.26	236,823.16	113.86	20,277.98	243,335.79	116.99
Day Step 7	18,404.82	220,857.84	106.18	19,923.22	239,078.61	114.94	20,471.11	245,653.27	118.10

Battalion Chief	3.0% in January 2027			2.5% in July 2027			2.5% in January 2028		
	Monthly	Annually	Base Hourly	Monthly	Annually	Base Hourly	Monthly	Annually	Base Hourly
Shift Step 1	16,310.97	195,731.64	67.22	16,718.74	200,624.94	68.90	17,136.71	205,640.56	70.62
Shift Step 2	17,126.50	205,517.96	70.58	17,554.66	210,655.91	72.34	17,993.53	215,922.31	74.15
Shift Step 3	17,797.88	213,574.56	73.34	18,242.83	218,913.93	75.18	18,698.90	224,386.78	77.06
Shift Step 4	17,972.35	215,668.19	74.06	18,421.66	221,059.90	75.91	18,882.20	226,586.39	77.81
Shift Step 5	18,146.84	217,762.10	74.78	18,600.51	223,206.15	76.65	19,065.53	228,786.30	78.57
Shift Step 6	18,321.34	219,856.14	75.50	18,779.38	225,352.54	77.39	19,248.86	230,986.35	79.32
Shift Step 7	18,495.83	221,949.90	76.22	18,958.22	227,498.65	78.12	19,432.18	233,186.12	80.08
Day Step 1	18,594.50	223,134.00	107.28	19,059.36	228,712.35	109.96	19,535.85	234,430.16	112.71
Day Step 2	19,524.21	234,290.54	112.64	20,012.32	240,147.80	115.46	20,512.62	246,151.50	118.34
Day Step 3	20,289.56	243,474.72	117.06	20,796.80	249,561.59	119.98	21,316.72	255,800.63	122.98
Day Step 4	20,488.48	245,861.73	118.20	21,000.69	252,008.27	121.16	21,525.71	258,308.48	124.19
Day Step 5	20,687.39	248,248.73	119.35	21,204.58	254,454.95	122.33	21,734.69	260,816.32	125.39
Day Step 6	20,886.32	250,635.87	120.50	21,408.48	256,901.77	123.51	21,943.69	263,324.31	126.60
Day Step 7	21,085.24	253,022.87	121.65	21,612.37	259,348.44	124.69	22,152.68	265,832.15	127.80

Note the Day rates listed on the previous page reflect the amount the incumbent Day Battalion Chief will receive, which is inclusive of a 14% differential. New Day Battalion Chiefs received a 5% differential according to the terms of Section 3.2.1, the amounts listed below are what new Day Battalion Chiefs will receive:

Battalion Chief	July 1, 2025 to Ratification			6.25% for Steps 1 & 2 After Ratification 8.25% for Steps 3-7 After Ratification			2.75% in July 2026		
	Monthly	Annually	Base Hourly	Monthly	Annually	Base Hourly	Monthly	Annually	Base Hourly
(New) Day Step 1	15,230.74	182,768.92	87.87	16,182.66	194,191.98	93.36	16,627.69	199,532.26	95.93
(New) Day Step 2	15,992.27	191,907.20	92.26	16,991.78	203,901.40	98.03	17,459.06	209,508.69	100.73
(New) Day Step 3	16,312.13	195,745.54	94.11	17,657.88	211,894.54	101.87	18,143.47	217,721.64	104.67
(New) Day Step 4	16,472.03	197,664.39	95.03	17,830.98	213,971.70	102.87	18,321.33	219,855.92	105.70
(New) Day Step 5	16,631.96	199,583.50	95.95	18,004.09	216,049.13	103.87	18,499.21	221,990.49	106.73
(New) Day Step 6	16,791.89	201,502.73	96.88	18,177.23	218,126.70	104.87	18,677.10	224,125.19	107.75
(New) Day Step 7	16,951.81	203,421.71	97.80	18,350.33	220,204.00	105.87	18,854.97	226,259.61	108.78

Battalion Chief	3.0% in January 2027			2.5% in July 2027			2.5% in January 2028		
	Monthly	Annually	Base Hourly	Monthly	Annually	Base Hourly	Monthly	Annually	Base Hourly
(New) Day Step 1	17,126.52	205,518.23	98.81	17,554.68	210,656.18	101.28	17,993.55	215,922.59	103.81
(New) Day Step 2	17,982.83	215,793.95	103.75	18,432.40	221,188.80	106.34	18,893.21	226,718.52	109.00
(New) Day Step 3	18,687.77	224,253.29	107.81	19,154.97	229,859.62	110.51	19,633.84	235,606.11	113.27
(New) Day Step 4	18,870.97	226,451.60	108.87	19,342.74	232,112.89	111.59	19,826.31	237,915.71	114.38
(New) Day Step 5	19,054.18	228,650.20	109.93	19,530.54	234,366.46	112.68	20,018.80	240,225.62	115.49
(New) Day Step 6	19,237.41	230,848.94	110.99	19,718.35	236,620.17	113.76	20,211.31	242,535.67	116.60
(New) Day Step 7	19,420.62	233,047.40	112.04	19,906.13	238,873.58	114.84	20,403.79	244,845.42	117.71

APPENDIX B

As a material term of this Agreement, the Association agreed to reduce the number of people off for from four down to three per shift as provided in Section 3.7 and Section 5.2.1.

Notwithstanding that reduction to no more than three people off per shift, the District will allow up to four people off per shift for the 70 shifts listed below. Except for the 70 shifts listed below, effective upon ratification of this Agreement the maximum off per shift will not exceed three. If for any reason the paid leave for one or more of the 70 shifts is canceled by one of the four employees scheduled off that day, then the maximum off will be reduced to three for that shift.

February 14, 2026 (A Shift)	July 10, 2026 (B Shift)
February 15, 2026 (A Shift)	July 11, 2026 (B Shift)
March 18, 2026 (B Shift)	July 14, 2026 (A Shift)
March 19, 2026 (B Shift)	July 15, 2026 (A Shift)
April 2, 2026 (C Shift)	July 16, 2026 (B Shift)
April 3, 2026 (A Shift)	July 17, 2026 (B Shift)
April 4, 2026 (A Shift)	July 20, 2026 (A Shift)
April 5, 2026 (B Shift)	July 21, 2026(A Shift)
April 6, 2026 (B Shift)	July 22, 2026 (B Shift)
April 9, 2026 (A Shift)	July 23, 2026 (B Shift)
April 10, 2026 (A Shift)	July 26, 2026 (A Shift)
April 15, 2026 (A Shift)	July 27, 2026 (A Shift)
April 19, 2026 (C Shift)	July 28, 2026 (B Shift)
April 20, 2026 (C Shift)	July 29, 2026 (B Shift)
April 25, 2026 (C Shift)	August 1, 2026 (A Shift)
April 26, 2026 (C Shift)	August 2, 2026 (A Shift)
April 29, 2026 (B Shift)	August 7, 2026 (A Shift)
April 30, 2026 (B Shift)	August 8, 2026 (A Shift)
May 25, 2026 (C Shift)	September 6, 2026 (A Shift)
June 6, 2026 (A Shift)	September 7, 2026 (A Shift)
June 11, 2026 (B Shift)	October 30, 2026 (A Shift)
June 12, 2026 (C Shift)	October 31, 2026 (A Shift)
June 13, 2026 (C Shift)	November 25, 2026 (B Shift)
June 18, 2026 (C Shift)	November 26, 2026 (B Shift)
June 19, 2026 (C Shift)	November 27, 2026 (C Shift)
June 20, 2026 (A Shift)	November 28, 2026 (C Shift)
June 21, 2026 (A Shift)	November 29, 2026 (A Shift)
June 26, 2026 (A Shift)	December 23, 2026 (A Shift)
June 27, 2026 (A Shift)	December 24, 2026 (A Shift)
July 2, 2026 (A Shift)	December 25, 2026 (B Shift)
July 3, 2026 (A Shift)	December 26, 2026 (B Shift)
July 4, 2026 (B Shift)	December 27, 2026 (C Shift)
July 5, 2026 (B Shift)	December 28, 2026 (C Shift)
July 8, 2026 (A Shift)	December 31, 2026 (B Shift)
July 9, 2026 (A Shift)	January 1, 2027 (B Shift)











2025-0116 SMFD Battalion Chief MOU 2025-2028(55787640.1)

Final Audit Report

2026-01-20


Created:	2026-01-17
By:	Abigail Mendez (Abigail.Mendez@aalrr.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKTYuYBYB_G2PImUf4zORQjAPJ47tGznA

"2025-0116 SMFD Battalion Chief MOU 2025-2028(55787640.1) " History


-  Document created by Abigail Mendez (Abigail.Mendez@aalrr.com)
2026-01-17 - 3:57:11 AM GMT
-  Document emailed to Ken Martin (kmartin@mastagni.com) for signature
2026-01-17 - 3:59:07 AM GMT
-  Email viewed by Ken Martin (kmartin@mastagni.com)
2026-01-18 - 4:30:08 AM GMT
-  Document e-signed by Ken Martin (kmartin@mastagni.com)
Signature Date: 2026-01-19 - 9:12:32 PM GMT -Time Source: server
-  Document emailed to tfox@smfd.org for signature
2026-01-19 - 9:12:34 PM GMT
-  Email viewed by tfox@smfd.org
2026-01-20 - 8:55:23 PM GMT
-  Signer tfox@smfd.org entered name at signing as Travis Fox
2026-01-20 - 8:56:06 PM GMT
-  Document e-signed by Travis Fox (tfox@smfd.org)
Signature Date: 2026-01-20 - 8:56:08 PM GMT - Time Source: server
-  Document emailed to jgreyatty@aol.com for signature
2026-01-20 - 8:56:20 PM GMT
-  Email viewed by jgreyatty@aol.com
2026-01-20 - 10:07:19 PM GMT

 Signer jgreyatty@aol.com entered name at signing as John J Grey

2026-01-20 - 10:09:23 PM GMT

 Document e-signed by John J Grey Ugreyatty@aol.com)

Signature Date: 2026-01-20 - 10:09:25 PM GMT -Time Source: server

 Agreement completed.

2026-01-20 - 10:09:25 PM GMT