



MEMORANDUM OF UNDERSTANDING

Between

Southern Marin Fire Protection District

And

Southern Marin Chief Officers' Association, IAFF Local 1775

July 1, 2022 to June 30, 2025

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MEMORANDUM OF UNDERSTANDING

Between

SOUTHERN MARIN FIRE PROTECTION DISTRICT

And

SOUTHERN MARIN FIRE CHIEF OFFICERS' ASSOCIATION, IAFF LOCAL 1775

This Memorandum of Understanding has been arrived at as result of meeting and conferring in good faith under the provisions of Section 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 Memorandum of Understanding shall 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, 2022, and ending June 30, 2025.

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 Section 3501(b) for all employees in classification represented by the Association, said classification being set forth in Attachment 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."

1.1.3 Bargaining of Future MOU

The Southern Marin Fire Chief Officers' Association, I.A.F.F. Local 1775, shall take all steps necessary to participate in future collective bargaining sessions jointly with the Southern Marin Professional Firefighters, I.A.F.F. Local 1775. The District has previously recognized and approved I.A.F.F., Local 1775 as the employee organization duly authorized to collectively bargain with the District regarding terms and conditions of employment, including the Battalion Chiefs' unit.

1.2 Non-Discrimination

1.2.1 In General

There shall be no discrimination of any kind because of race, creed, color, national origin, sex, political or religious opinion or activities, Association activities as described in the Meyers-Milias-Brown Act, and, to the extent prohibited by State and Federal law, age; provided, however, that nothing herein shall be deemed to authorize the conduct of political, religious or Association activities on District time or with District equipment or District supplies, except as otherwise provided in this Memorandum of Understanding. Employees may only grieve alleged violations of this provision up to and including Step 1 of the formal grievance procedure.

1.2.2 Association Discrimination

Employees have MMBA and PERB protection from discrimination in connection with continued employment, promotion or otherwise by virtue of membership in or representation of the Association. Employees may only grieve alleged violations of this provision up to and including Step 1 of the formal grievance procedure.

1.3 Inspection of Memorandum of Understanding

Both the District and the Association agree to keep duplicate originals of this Memorandum on file in a readily accessible location available for inspection by any employee or member of the public upon request.

1.4 Existing Laws, Regulations & Policies

This Memorandum is subject to all applicable laws, rules, regulations and policies.

1.5 Strikes and Lockouts

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

1.6 Severability

If any article, paragraph or section of this Memorandum shall 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 Memorandum shall not be affected thereby, and the parties shall, 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.

1.7 Full Understanding, Modification, & Waiver

1.7.1 Joint Representation

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

1.7.2 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 shall not be required to meet and confer with respect to any subject or matter covered by this Memorandum of Understanding. This shall 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 Memorandum of Understanding 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 shall be given 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 shall 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 shall 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 shall be provided to the Association when providing notice whenever possible.

2.2 Dues Deduction

Upon submission to the District of a proper written authorization by the employees, or upon certification of the Union that it has and will maintain employee's written authorization, the District agrees to deduct Union dues from the paycheck of each Union member on a biweekly basis and to remit said monies and the names of those employees for whom dues are being deducted to the Union. Such remittance shall be made on a biweekly basis.

2.3 Release Time

The District shall allow a reasonable number of Association representatives who are official representatives of the Association to be given time-off without loss of compensation or other benefits when formally meeting and conferring with representatives of the District on matters within the scope of representation.

2.4 Association Access to Work Locations

Reasonable access to employee work locations shall 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 shall be allowed space on District property at a mutually agreed upon location, with telephone service maintained at the expense of the Association.

2.6 Conduct of Business

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 shall 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

Chief's designee. An employee normally covering the first in-district call for service where any such meeting is being held will be allowed to attend provided the employee remains ready and available to perform the employee's 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 laterally hires an employee within the Battalion Chief classification covered by this Memorandum of Understanding and represented by the Association, the District will provide said employee with a copy of the current Memorandum of Understanding. The District shall provide the Association written notice of the new employee's orientation at least ten (10) business days prior to the orientation and shall make available up to two hours, at a mutually agreeable time, during the initial thirty (30) days of employment for new employee orientation by the Association.

The District shall make best efforts to provide the Association with the name, job title, work, home and personal cellular telephone numbers, personal email addresses, and home address of all employees in the bargaining unit every 120 days.

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 Memorandum of Understanding or by law to manage the District, as such rights existed prior to the execution of this Memorandum of Understanding. 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-Milias-Brown Act, case law interpreting said act, and/or Federal law, the District shall 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, shall 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 of 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 shall be 20% above the Fire Captain, Step 2. The salary for Battalion Chief classification Step 1 shall be 20% above the Fire Captain, Step 1. At all times, the salary of Battalion Chief classification Step 2 shall 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 shall commence on July 10, 2022, June 25, 2023, and June 23, 2024. The District will no longer calculate the payroll period including July 1 with two different salaries within the same pay period.

3.1.1 Regular Rate of Pay

The regular rate of pay is the base hourly wage plus any legally required incentive pays.

3.2 Salary and Wage Plan for Battalion Chief

Employees advance up the Battalion Chief salary step schedule based on merit and time-in-service as described in more detail for each step below. The District's assessment of whether an employee has performed in a satisfactory or better manner will include but not be limited to whether the employee applied his or her Employee Action Plan pursuant to the District's Career Ladder.

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 is the rate at which a fully qualified, experienced and ordinarily conscientious employee should be paid. Employees who have performed at satisfactory levels in a given classification for a period of one (1) year of continuous service in Step 1 shall be granted this step.

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

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

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

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

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

Advancement from one step to the other shall be only at the recommendation of the Fire Chief and approval by the Board.

3.2.1 Salary and Wage Plan for Battalion Chief - 40 Hour Work Week

Battalion Chiefs assigned the 40- hour Battalion Chief position shall receive a 5% differential to their base salary while in the position of the 40-hour Battalion Chief Assignment. This differential is factored into the base salary listed in Attachment A. The Day BC salary is 14% higher than the Shift BC to include the 5% differential and the lost FLSA and holiday pay.

The 40-hour Battalion Chief Assignment shall be selected at the sole discretion of the Fire Chief. Assignment to the 40-hour Battalion Chief Assignment shall be a voluntary, mutually agreed

upon assignment, and should not exceed two years unless mutually agreed upon by the Fire Chief and the Chief Officers Association.

The 40-hour Battalion Chief shall receive time and one-half in excess of their 40-hour work week. It should be noted that regardless of the weekly schedule (i.e. 9/80, 4/10, 5/8), each week shall be considered a 40-hour work week for purposes of calculating overtime and compensatory time.

The 40-hour Battalion Chief shall retain their current benefits and leave as detailed in the current adopted MOU.

3.3 Educational Incentive

An employee may earn educational incentive pay for the following forms of education if they exceed the requirements of the employee's job description:

- A. A 2-1/2% of the monthly base salary per month pay incentive for current employees with 30 units of Fire Science or a Department of Defense DD-214 form indicating an Honorable Discharge, or with proof of active military reservist status.
- B. A 5% of the monthly base salary per month pay incentive for employees holding an AA/AS Degree in Fire Science from an accredited college or university (not in addition to the above 2-1/2% for a 30 units of fire science, or the Department of Defense Honorable Discharge, or the proof of active military reservist status).
 - 1. Effective the first full pay period following Board adoption of this agreement, the 5% AA/AS Degree in Fire Science will be included in the Battalion Chief base pay.
- C. A 2-1/2% of the monthly base salary per month pay incentive for employees either holding a Fire Officer I Certificate from the State Board or who have successfully completed all of the classes required to be issued the Certificate.
 - 1. Effective the first full pay period following Board adoption of this Agreement, the 2-1/2% Fire Officer I Certification incentive will be included in the Battalion Chief base pay.
- D. 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.
- E. 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).

- F. 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. Incumbents in the Battalion Chief classification on July 1, 2020 shall receive the 1% of the monthly base salary per month pay incentive.

3.4 Fair Labor Standards Act (FLSA)

The District utilizes an FLSA Section 7K twenty-four day work period. Vacation, sick leave, and compensatory time-off are paid hours that count towards employees' qualification to earn overtime during each work period. Employees are scheduled to work 192 hours each work period. To account for the ten hours above the FLSA 182-hour threshold, the District shall pay employees a 2.7% premium at each employee's regular rate each pay period. Employees on workers' compensation leave or on light duty are not eligible for the FLSA 2.7% premium.

The parties to the agreement, the Southern Marin Chief Officers Association agree that the payment set forth above shall constitute full compliance with the Fair Labor Standards Act.

3.5 Overtime

- (A) Overtime hours worked will be compensated by payment as outlined in paragraphs (B) and (C) below. In the event a Battalion Chief is absent from duty due to an approved, paid leave and overtime is required for minimum staffing, the vacancy shall first be offered to a Battalion Chief at the District or another agency via a shared services agreement. If a Battalion Chief does not accept the overtime shift, the vacancy may be offered to a qualified Captain who shall serve as an Acting Battalion Chief.
- (B) Employees who are assigned to work a full or partial shift on a non-emergency basis, in addition to their regular work schedule, shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate.
- (C) Employees who are called-back to duty in an emergency situation and do so report shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate. It is further provided that employees who are called-back for an emergency situation and do so report shall receive a minimum of two (2) hour's work, or if two (2) hour's work is not furnished, a minimum of two (2) hour's pay at the rate herein provided.
- (D) Compensatory time: the employee may choose to receive any overtime worked as wages or compensatory time earned. Both will be calculated at 1-1/2 times the employee's regular rate. Wages will be distributed during the appropriate pay period. Compensatory time may be accrued to a maximum of 192 hours. Each last payroll in June, the District will cash-out employee Compensatory time so that no more than 96 hours remain. The employee may elect to convert the cash-out

amount to a deferred compensation contribution at that time. Upon separation from employment (i.e. retirement), accrued compensatory time will be paid to the employee at their current regular rate.

Overtime will only be approved for work that is not currently compensated by any other compensatory tool.

3.6 Deferred Compensation

The District contributes 5% of the employee's base salary to the Deferred Compensation Plan.

3.7 Longevity Pay

Longevity Pay will be based on the following schedule of consecutive years served from Date of Hire. Longevity Pay will be part of base pay. Maximum Longevity Pay is 3.5%

1. 10 years of service 2%
2. 15 years of service an additional 1%
3. 20 years of service an additional 0.5%

Calculation for years of service shall 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

3.8 Pay for Work Out of Classification

An employee who is assigned by the District to serve as Acting Fire Chief shall be paid at Fire Chief Step 1 of the higher classification for hours worked in said higher classification.

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 shall be as follows:

1. The Fire Chief will assign an authorized Chief Officer, (Telestaff Code) to the role of Acting Fire Chief /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 shall be noted in Telestaff.
2. A member serving in the role of Acting Fire Chief shall be paid the differential between the individual's hourly rate and the Fire Chief/ Deputy Fire Chief hourly rate (refer to Fire Chief or Deputy Fire Chief Employment Agreement for hourly rate equivalent) while on regular duty hours, to a maximum of 10 hours per work day. 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/ Acting Deputy Fire Chief coverage, to a maximum of 12 hours of overtime.

Example: If the Battalion Chiefs current regular hourly rate is hypothetically \$20.00 and the Fire Chiefs hourly rate is hypothetically \$30.00, the designated Acting Fire Chief would make an additional \$10.00 per hour while in the Acting Fire Chief role.

Using the above hypothetical amounts. In the event an Acting Fire Chief is covering off duty they would be paid at the overtime time rate of an additional \$15.00 per hour, over and above their regular overtime rate, which is 1 Yi times of the above \$10.00 differential for a total of 12 hours out of the 24 hr. standby coverage.

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.

Example: Second alarm structure fire called in at 0800 hrs. and returned at 1000 hrs. the Acting Fire Chief would receive 1 Yi times the Fire Chiefs regular rate for the 2 hours he/she responded.

Emergency response shall be paid portal to portal.

4. Chief Officers on promotional probation are not eligible to work as Acting Fire Chief/ Acting Deputy Fire Chief.
5. Duties for the Acting Fire Chief/ Acting Deputy Fire Chief include, but are not limited to:
 - a. Perform all the duties of the Fire Chief/ Acting Deputy Fire Chief as directed by the Fire Chief and/or the Board President.
 1. It is understood that circumstances may arise requiring the Acting Fire Chief/ 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/ Acting Deputy Fire Chief job descriptions.
 - h. Attend community interaction events as directed by the Fire Chief or Board President.

3.9 Holiday Pay

For Shift Battalion Chiefs in the classifications specified in Attachment A, the District shall 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 following days shall be paid 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)

Southern Marin Fire 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. Southern Marin Fire 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.

When a holiday falls on a scheduled day off, 10 hours of vacation shall be added to the Day Shift Battalion Chiefs accumulated vacation balance if working a 4/10 schedule. If working a 5/8 schedule, 8 hours of vacation will be added to the accumulated vacation balance.

3.10 Uniform Maintenance Program

The District provides \$400.00 annually to each employee for such items as Department approved T-shirts, baseball hats, work out clothing, etc., and will replace standard, approved firefighting uniforms as needed (i.e. nomex uniform shirt, nomex pants, belt, and boots). The payment required under this section shall be made annually on the first pay period in October.

3.11 Professional Development

The Executive Fire Officer program from the National Fire Academy (NFA) provides a 2% of the monthly base salary per month pay incentive. As an alternative to the Executive Fire Officer program, employees can instead obtain 0.5% of the monthly base salary per month pay incentive for each of the following courses, up to a maximum of 2%: Applications of Community Risk Reduction from the NFA; Exercise of Executive Leadership: Self from the NFA; Exercise of

Executive Leadership: Organization (with Thesis) from the NFA; Emerging Leaders from the Naval Post Graduate School (NPS); and Executive Leadership from the NPS. Approval to participate in the courses shall not be unreasonably withheld by the District.

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%. Completed courses will qualify for the 0.5% pay incentive for three years after the completion date. Approval to participate in the courses shall 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.

Until June 30, 2023, incumbents in the Battalion Chief classification on July 1, 2020 shall receive 1% of the monthly base salary per month pay incentive for each course, to a maximum of 2%.

3.13 Performance Evaluation

An annual performance evaluation of “Outstanding Performance” will provide a 2% of the monthly base salary per month pay incentive for the following 12-month period. An annual performance evaluation of “Exceeds Performance” will provide a 1% of the monthly base salary per month pay incentive for the following 12-month period.

Each Performance Evaluation shall be reviewed and signed by the Chief. The results of a performance evaluation may be appealed to a personnel subcommittee of the Board of Directors. The Performance Evaluation Appeal shall be informal, the rules of evidence shall not apply, and evidence is not required to be taken. The decision from a personnel subcommittee shall be final and binding upon the parties, and may be delivered orally or in writing. This provision is not intended to formalize any personnel subcommittee of the Board of Directors, make the appeal subject to the Brown Act, or make its deliberations about the appeal open to the public. As an alternative, the Board of Directors may direct the appeal to the full Board of Directors for a closed session item regarding employee performance.

3.14 Pensionable Pay

The compensation items set forth in sections 3.3.F (Educational Incentive), 3.11 (Professional Development), 3.12 (Operational Enhancements) and 3.13 (Performance Evaluation) are pensionable items as confirmed in Appendix.

3.15 One-Time Payment

Effective the first pay period following District and Southern Marin Fire Chief Officers' Association approval of the terms from the 2022-2025 Agreement, bargaining unit employees shall each receive a lump sum payment of two thousand five hundred dollars (\$2,500). Such lump sum payment shall be one time only, not recurring, and will not be added to any employee's base pay, nor used for MCERA retirement calculations.

4 BENEFITS

4.1 Medical Insurance

A. Medical Insurance Premiums

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

From July 1, 2015 to June 30, 2016, the District shall pay up to the premium for the Kaiser Low plan for each employee based on the employee's eligibility either employee only, employee plus one or family.

From July 1, 2016 to June 30, 2017, the District shall pay up to the premium for the Kaiser Low plan for each employee minus a fixed employee contribution of approximately 7% of that premium based on each employee's eligibility level as follows:

Employee Only:	\$24.00 per pay period
Employee Plus One:	\$47.00 per pay period
Family:	\$63.00 per pay period

Effective July 1, 2017, the District shall 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
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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: Blue Cross-Fee for Service, Blue Cross Prudent, and Buyer Classic Plan V. The cost of these options over and above the cost of the Kaiser Plan, family rate, is to be borne by the employee based on eligibility level.

C. Medical Insurance Opt-Out

As of July 1, 2016, the District will pay directly to any employee covered by this MOU its contribution to pay the cost of providing medical insurance through the Kaiser Foundation Health Plan, Inc. at the single employee rate only if the employee meets the following criteria:

1. The employee withdraws from District health coverage and signs a waiver that 1) ensures a complete understanding of the employee's choice and 2) includes proof that the employee has obtained other group medical insurance coverage compliant with the Patient Protection and Affordable Care Act.

As of January 1, 2021, the District will pay qualifying employees 75% of the single employee rate. As of January 1, 2022, the District will pay qualifying employees 50% of the single employee rate. As of January 1, 2023, the District will pay qualifying employees 25% of the single employee rate. As of January 1, 2024, this Medical Insurance Opt-Out provision will be inoperative.

4.2 Dental Insurance

Dental Insurance shall be provided by Delta Dental. This plan covers all employees represented by this MOU and their dependents. Premium costs for dental insurance shall 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 shall qualify for the continuation of Dental Insurance for the employee and spouse upon retirement.

4.3 Life and Accidental Death Insurance

The District shall provide probationary and regular employees a Life & Accidental Death insurance policy. Said insurance policy shall be fifty thousand dollars (\$50,000) per employee.

4.4 Long Term Care

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

4.5 Long Term Disability

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

4.6 Vision Care

The District shall 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.

4.7 Benefits Communication Network

The District shall pay a monthly premium, not to exceed three (3) dollars, per person, per month to the Benefits Communication Network (BCN) for employee retirement planning. The District, through BCN established a "Supplemental Retirement Plan" that allows individual members to elect the deferral of cash-outs at the time of retirement. Employees may elect to defer some, all or none of their accrued leave, i.e. sick leave, up to 60% of unused (see Section 5.1.1 of this M.O.U. for sick leave buy-out calculations) and up to 100% of unused vacation.

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 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;

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 Employer 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 shall 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.

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

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

Sick leave shall 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

In the event of retirement, death or resignation from employment with the District, after ten (10) years of service, the employee, or the employee's estate in the case of death, shall have the following options to receive a cash payment and/or service credit:

Option 1 – 100% cash payment or deferred compensation contribution.

Option 2 – 65% cash payment or deferred compensation contribution and 35% employment service credit with Marin County Employees' Retirement Association (MCERA).

Option 3 – 50% cash payment or deferred compensation contribution and 50% employment service credit with MCERA.

Option 4 – 35% cash payment or deferred compensation contribution and 65% employment service credit with MCERA.

5.1.2 Sick Leave Converted to Service Credit

Service credit is granted to the extent allowed by The County Employees Retirement Law of 1937. Disputes concerning MCERA's interpretation of the laws governing this benefit are not subject to a grievance and must be addressed by the Southern Marin Chief Officers' Association directly with MCERA. This section shall not apply to employees who are discharged for cause or who resign in-lieu of being discharged for cause.

5.1.3 Sick Leave Hours Converted to Cash or Deferred Compensation

An employee may elect to convert the monetary value of a portion of their unused sick leave hours to cash or for deposit into their deferred compensation plan using the following criteria:

1. An employee must establish and maintain a minimum of 1440 hours of sick leave before this option can be exercised.
2. An employee may convert up to 60% of their unused sick leave (see sick leave buy-out conversion calculation in Section 22), over and above the 1440-hour minimum, computed on the basis of the employee's current base hourly rate.
3. The employee must notify the District of their intent to exercise this option prior to December 1st of each year. Said notification must incorporate the amount of sick leave hours to be converted to cash or distributed to the employee's deferred compensation account.
4. Said transfers will begin on the first pay period of the new calendar year (January 1) following the initial request.

Example: Employee "a" has 11 years of service and a total of 1540 hours of accumulated sick leave:

- 1) There are 100 hours of sick leave available for conversion.
- 2) As per the conversion factor, 36.66% of the available hours (36.66) may be converted to a monetary value, computed at employee "A's" base hourly rate.
 - 36.66 Hours @ \$20.00 per hour= \$733.20
 - \$733.20 available for cash or transfer into his/her deferred compensation plan.

5.2 Vacation

5.2.1 Vacation Selection

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 shall be:

0-5 years	8 shifts	192 hours
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6-10 years	11 shifts	264 hours
11-15 years	12 shifts	288 hours
16-20 years	13 shifts	312 hours
21 years & above	14 shifts	336 hours

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

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

Eligible vacation time shall 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 occur in the employee's second payroll check of January.

5.2.4 Vacation Converted to Deferred Compensation

- A. 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.
- B. The employee must notify the Fire Chief of his or her intent to exercise this option.
- C. The notification must incorporate the amount of vacation hours to be converted and the month to be distributed to the employee's deferred compensation account.

5.2.5 Accrued Vacation Hours

- A. Upon separation, resignation, termination, or retirement all unused vacation hours shall 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.

- B. Accrued vacation cash out is not to be considered pensionable.

At the end of employment, prorated amounts of vacation shall be credited to the employee's account. Unused vacation time at termination shall be compensated by payment at the employee's base hourly rate of pay. Employees do not accrue vacation during the eighteen 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 shall receive time off without loss of pay, if normally scheduled to work, for a death in the immediate family, beginning from the time of notification of death to the next scheduled day after internment, except however, that such time off without loss of pay is limited to below subsections:

- A. Immediate family is defined as spouse, son, daughter, mother, father, sister, brother, legal guardian, mother-in-law, father-in-law, and step relatives (defined as son, daughter, mother, father, sister, or brother). Employee shall be granted three (3) shifts if working a 56-hour work week or five (5) days if working a 40-hour work week without loss of pay.
- B. Employee shall be granted three (3) shifts if working a 56 hour work week or five (5) days if working a 40 hour work week 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 day. Employee's time off shall be charged to sick leave or vacation at the employee's discretion.
- C. Employees shall be permitted to exchange hours for additional funeral attendance, or preparation not covered by the above paragraph(s) (funeral leave).

5.4 Jury Duty Leave

Any regular employee called for jury duty shall notify the District upon receipt of such notification. Employee shall 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 shall be granted to any regular employee. All employees entitled to Military leave shall give the Fire Chief a reasonable opportunity, within the limits of military regulations, to determine when such leave shall be taken.

5.8 Worker's Compensation Leave

Safety employees shall be governed by the provision of Section 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 shall 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 shall receive a minimum of three (3) hours pay at the overtime rate and shall appear in Class A uniform. The Fire District, when informed, shall provide appearance information for the employees. This information shall 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 Battalion Chief Assignment is established at the sole discretion of the Fire Chief but could include a 5/8; 9/80 or 4/10 schedule.

6.2 Selection

The 40-hour Battalion Chief shall be selected at the sole discretion of the Fire Chief. Assignment to the 40-hour Battalion Chief Assignment will be a voluntary, mutually agreed upon assignment, and shall not exceed two years unless mutually agreed upon by the Fire Chief and the Chief Officers Association.

6.3 Minimum Staffing

The minimum daily staffing level for the Southern Marin Fire Protection District is fifteen (15) uniformed safety members:

- 1 - Chief Officer or qualified Acting Chief Officer (This position may be staffed by a Battalion Chief from another agency with which the District has a shared services agreement.)
- 3 - Company Officers or qualified Acting Company Officers
- 3 - Engineer-Paramedics or Firefighter-Paramedics
- 3 - Engineers or Firefighters authorized to drive and operate fire apparatus
- 5 - Firefighters

6.4 Probationary Period

All newly promoted employees covered by this Memorandum of Understanding shall be required to serve a twelve (12) month at-will probationary period. An employee who is dismissed from probation earned via promotion shall revert to the rank and salary step held prior to promotion. A newly hired Battalion Chief may be dismissed for any lawful reason during the (18) month new hire probationary period without right of appeal to the grievance procedure.

6.5 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.

6.5.1 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 shall consist of all four (4) Members, and action can only be taken by a majority of the quorum. In regards to 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.

6.5.2 Injuries

Any injuries suffered by a participant while participating in the program shall 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.

6.5.3 On-duty Participation

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

6.5.4 Physical Prescriptions

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

6.5.5 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 Employer (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);
7. Test of trunk strength/extension/flexibility.

This test shall be administered annually; if an employee fails to meet prescribed ranges in any of the components listed above, the employee shall 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.

6.5.6 Evaluations

Failure of an employee to successfully meet the program criteria shall 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 Employer and the Association.

6.5.7 Administrative Leave

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

6.6 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:

- A. Violation of the law.
- B. Substance abuse as defined in District policy.
- C. Use of drugs and/or alcohol on duty.

- D. Neglect of duty.
- E. Disobedience of or failure to comply with District orders as defined herein.
- F. Absence from duty without leave.
- G. Conduct unbecoming an employee of the District which might be detrimental to the service.
- H. Accepting or soliciting a bribe.
- I. Appropriating any lost, found, stolen, District or evidence property to their own use.
- J. Falsification of reports, records, or communications.
- K. Improper political activity that may conflict with District's mission statement.
- L. Feigning sickness or injury to escape duty.
- M. Rough or careless handling of District property.
- N. Insubordination.
- O. Failure to report truthfully when ordered.
- P. Incompetence or non-performance of duty.
- Q. 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.

6.7 Grievance Procedure

A. Definition:

1. A grievance is any dispute which involves (1) the interpretation or application of any provisions of this Memorandum of Understanding; 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 shall 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 1 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 shall present the grievance informally for disposition to his/her immediate supervisor.
2. Presentation of an informal grievance shall 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 shall state in writing the nature of the problem and the desired remedy, and shall 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 shall 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 shall 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 shall 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 shall mutually select an impartial arbitrator. Arbitration is final and binding.

D. General Conditions:

1. Any 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 shall 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, shall 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 shall have been selected by grievant, shall be final and binding on all parties, subject to ratification by the Board of Directors if the decision requires an unbudgeted expenditure.

6.8 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.

6.9 Drug and Alcohol Prohibition

Employees are subject to the District's drug and alcohol policy.

6.10 Common Mess or On-Duty Meals

All employees on each shift at each station shall attend an organized mess at the station for consumption of meals. Employees shall contribute in equal shares for the cost of such meals up to \$40 for a 48-hour shift. The department shall 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.

7 RETIREMENT

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

Tier 1

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

Tier 2

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

Tier 2A

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

Tier 3

The formula plan for employees hired on or after January 1, 2013 and prior to August 1, 2013 without prior service or without membership in a reciprocal retirement plan prior to January 1, 2013 shall be at the "2.7%@ 57" as defined under the California Public Employees' Pension Reform Act calculated on highest consecutive three (3) years with 4% cost of living allowance.

Tier 3A

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

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

7.1 Medical Coverage after Retirement

A. Full-Time Employees Hired or Promoted by the District Before July 1, 2001, 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 shall 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 Mill Valley for employees hired by the Tamalpais Fire Protection District on July 1, 1994.

2. Employees with a Minimum of 5 Years' Service Credit with the District

Full time employees who have 5 years' service credit with the District, as defined in Sections 7.1(A)(1), and who retire from the District through MCERA, shall receive the following benefit:

- a. District shall provide 100% of the cost of "employee only" coverage in the lowest cost Kaiser Plan, as provided by MCERA, for the remainder of the employee's life.

3. Employees with a Minimum of 15 Years' Service Credit with the District

Full time employees who have 15 years' service credit with the District, as defined in Section 7.1(A)(1), and who retire from the District through MCERA, shall receive the following benefit:

- a. In addition to the benefit provide pursuant to Section 7.1(A)(2), District shall provide 100% of the cost of Kaiser spousal medical coverage (Kaiser "Plus I" 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."

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.

B. Full Time Employees Hired by the District Between July 1, 2001 And 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(B), the following shall 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 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 by the District between July 1, 2001 and June 30, 2010 who have 10 years' service credit with the District, as defined in Sections 7(B)(1), and 7(8)(2) and who retire from the District through MCERA, shall receive the following benefit:

- a. District shall 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 lowest cost Kaiser Plan, as provided by MCERA, for the remainder of the employee's life.
- b. For the purposes of Section 7(8)(2) only, for employees hired by the District as a result of the Agreement between the City of Sausalito and the District effective on or about April 25, 2006, once the employee has worked for the District for a minimum of 10 years, years worked for the City of Sausalito shall be included in the total number of years of service credit.

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

Full time employees hired by the District between July 1, 2001 and June 30, 2010 who have 30 years' service credit with the District, as defined in Section 7(B)(1) only, and who retire from the District through MCERA, shall receive the following benefit:

- a. In addition to the benefit pursuant to Section 7(B)(2), District shall provide 100% of the cost of Kaiser spousal medical coverage 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 time of retirement. Upon the death of a former employee, the spouse shall receive said medical coverage at the Kaiser "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.

C. Full-Time Employees Hired by the District on or After July 1, 2010, and Retiring from the District Through the Marin County Employees' Retirement Association ("MCERA")

1. Employees Hired by the District as a Result of the June 26, 2012 Annexation of Sausalito into the District

Full time employees hired by the District as a result of the June 26, 2012 annexation of Sausalito into the District, and who retire from the District through MCERA, shall receive the following benefit:

- a. If an employee has achieved a minimum of 10 years' service credit with the District, the 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 lowest cost Kaiser Plan, as provided by MCERA, for the remainder of the employee's life.
- b. For purposes of Section 7.1(C)(1)(a) only, service credit shall include years of service with the City of Sausalito. As an example, if an employee retires with 10 years of service with the District and 10

years of service with the City of Sausalito and was hired as a result of the annexation, the employee would have 20 years of service credit and would therefore receive 100% of the Kaiser "employee-only plan" cost.

- c. Retirees 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 publications(s)-as may be amended by MCERA from time to time.

D. R.H.S. 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 shall establish 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 shall make an employer contribution equal to 2% of each employee's base hourly wages into the employee's RHS Account. This employer contribution shall be effective retroactive back to each employee's date of hire.

Effective the first full pay period after ICMA establishes RHS Accounts for existing employees hired on or after January 1, 2014, the District shall make a one-time, lump sum payment equal to 1% of the employee's base hourly wages from the employee's date of hire to December 31, 2015.

8 DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2022, and shall remain in full force and effect until the 30th day of June 2025.

The following parties hereby have executed this Memorandum of Understanding effective July 1, 2022.

SOUTHERN MARIN FIRE CHIEF
OFFICERS ASSOCIATION

By: [Signature]
Printed Name: Jason D. Golden
Date: 1/18/23

SOUTHERN MARIN FIRE PROTECTION
DISTRICT BOARD OF DIRECTORS

By: [Signature]
Printed Name: Thomas W. Perazzo
Date: 01/19/23

RATIFIED: INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
MARIN PROFESSIONAL FIREFIGHTERS
LOCAL 1775

By: [Signature]
Printed Name: John J. Gray
Date: 1/18/23

Attorney for
SOUTHERN MARIN FIRE PROTECTION
DISTRICT FIRE CHIEF

By: [Signature]
Printed Name: Stephen Raab
Date: 1/18/23

EXHIBIT A

	21/22		2022/23		2023/24			2024/25			Months in Step
	Monthly	Monthly	Annually	Base Hourly	Monthly	Annually	Base Hourly	Monthly	Annually	Base Hourly	
Captain											
Captain 1.0	10,747.08	11,176.96	134,123.52	46.06	11,512.27	138,147.24	47.44	12,087.88	145,054.56	49.81	12
Captain 1.10 Years	10,962.02	11,400.50	136,806.00	46.98	11,742.52	140,910.24	48.39	12,329.64	147,955.68	50.81	
Captain 1.15 Years	11,069.49	11,512.27	138,147.24	47.44	11,857.64	142,291.68	48.86	12,450.52	149,406.24	51.31	
Captain 1.20 Years	11,123.23	11,568.15	138,817.80	47.67	11,915.20	142,982.40	49.10	12,510.96	150,131.52	51.56	
Benchmark Captain 2.0	11,284.43	11,735.81	140,829.72	48.36	12,087.88	145,054.56	49.81	12,692.27	152,307.24	52.30	
Captain 2.10 Years	11,510.13	11,970.53	143,646.36	49.33	12,329.64	147,955.68	50.81	12,946.12	155,353.44	53.35	
Captain 2.15 Years	11,622.96	12,087.88	145,054.56	49.81	12,450.52	149,406.24	51.31	13,073.04	156,876.48	53.87	
Captain 2.20 Years	11,679.39	12,146.56	145,758.72	50.05	12,510.96	150,131.52	51.56	13,136.50	157,638.00	54.13	
Firefighter/Paramedic											
Firefighter/Paramedic 1	8,037.86	8,359.37	100,312.44	34.45	8,610.15	103,321.80	35.48	9,040.66	108,487.92	37.26	3
Firefighter/Paramedic 2	8,439.76	8,777.35	105,328.20	36.17	9,040.67	108,488.04	37.26	9,492.70	113,912.40	39.12	9
Firefighter/Paramedic 3	8,861.75	9,216.22	110,594.64	37.98	9,492.71	113,912.52	39.12	9,967.35	119,608.20	41.07	12
Firefighter/Paramedic 4	9,304.83	9,677.02	116,124.24	39.88	9,967.33	119,607.96	41.07	10,465.70	125,588.40	43.13	12
Firefighter/Paramedic 5	9,770.08	10,160.88	121,930.56	41.87	10,465.71	125,588.52	43.13	10,989.00	131,868.00	45.28	12
Firefighter/Paramedic/Eng 6	10,258.58	10,668.92	128,027.04	43.97	10,988.99	131,867.88	45.28	11,538.44	138,461.28	47.55	
Firefighter/PM/Eng 7 (10 years)	10,463.76	10,882.30	130,587.60	44.84	11,208.77	134,505.24	46.19	11,769.21	141,230.52	48.50	
Firefighter/PM/Eng 8 (15 years)	10,566.34	10,988.99	131,867.88	45.28	11,318.66	135,823.92	46.64	11,884.59	142,615.08	48.97	
Firefighter/PM/Eng 9 (20 years)	10,617.63	11,042.33	132,507.96	45.50	11,373.60	136,483.20	46.87	11,942.29	143,307.48	49.21	
Firefighter											
Firefighter 1	7,307.16	7,599.45	91,193.40	31.32	7,827.43	93,929.16	32.26	8,218.80	98,625.60	33.87	3
Firefighter 2	7,672.51	7,979.41	95,752.92	32.88	8,218.79	98,625.48	33.87	8,629.73	103,556.76	35.56	9
Firefighter 3	8,056.13	8,378.38	100,540.56	34.53	8,629.73	103,556.76	35.56	9,061.22	108,734.64	37.34	12
Firefighter 4	8,458.94	8,797.30	105,567.60	36.25	9,061.22	108,734.64	37.34	9,514.28	114,171.36	39.21	12
Firefighter 5	8,881.89	9,237.17	110,846.04	38.07	9,514.29	114,171.48	39.21	9,990.00	119,880.00	41.17	12
Firefighter/Engineer 6	9,325.98	9,699.02	116,388.24	39.97	9,989.99	119,879.88	41.17	10,489.49	125,873.88	43.23	
Firefighter/Engineer 7 (10 years)	9,512.50	9,893.00	118,716.00	40.77	10,189.79	122,277.48	41.99	10,699.28	128,391.36	44.09	
Firefighter/Engineer 8 (15 years)	9,605.76	9,989.99	119,879.88	41.17	10,289.69	123,476.28	42.40	10,804.17	129,650.04	44.52	
Firefighter/Engineer 9 (20 years)	9,652.39	10,038.49	120,461.88	41.37	10,339.64	124,075.68	42.61	10,856.62	130,279.44	44.74	
Deputy Fire Marshal											
Deputy Fire Marshal 1.0	10,747.08	11,176.96	134,123.52	64.48	11,512.27	138,147.24	66.42	12,087.88	145,054.56	69.74	12
Deputy Fire Marshal 1.10 Years	10,962.02	11,400.50	136,806.00	65.77	11,742.52	140,910.24	67.75	11,742.52	140,910.24	67.75	
Deputy Fire Marshal 1.15 Years	11,069.49	11,512.27	138,147.24	66.42	11,857.64	142,291.68	68.41	11,857.64	142,291.68	68.41	
Deputy Fire Marshal 1.20 Years	11,123.23	11,568.15	138,817.80	66.74	11,915.20	142,982.40	68.74	11,915.20	142,982.40	68.74	
Deputy Fire Marshal 2.0	11,284.43	11,735.81	140,829.72	67.71	12,087.88	145,054.56	69.74	12,692.27	152,307.24	73.22	
Deputy Fire Marshal 2.10 Years	11,510.13	11,970.53	143,646.36	69.06	12,329.64	147,955.68	71.13	12,329.64	147,955.68	71.13	
Deputy Fire Marshal 2.15 Years	11,622.96	12,087.88	145,054.56	69.74	12,450.52	149,406.24	71.83	12,450.52	149,406.24	71.83	
Deputy Fire Marshal 2.20 Years	11,679.39	12,146.56	145,758.72	70.08	12,510.96	150,131.52	72.18	12,510.96	150,131.52	72.18	
Fire Inspector											
Fire Inspector 1.0	9,304.83	9,677.02	116,124.24	55.83	9,967.33	119,607.96	57.50	10,465.70	125,588.40	60.38	12
Fire Inspector 1.10 Years	9,490.93	9,870.56	118,446.72	56.95	10,166.68	122,000.12	58.65	10,675.01	128,100.17	61.59	
Fire Inspector 1.15 Years	9,583.97	9,967.33	119,607.97	57.50	10,266.35	123,196.20	59.23	10,779.67	129,356.05	62.19	
Fire Inspector 1.20 Years	9,630.50	10,015.72	120,188.59	57.78	10,316.19	123,794.24	59.52	10,832.00	129,983.99	62.49	
Fire Inspector 2.0	9,770.08	10,160.88	121,930.56	58.62	10,465.71	125,588.52	60.38	10,989.00	131,868.00	63.40	12
Fire Inspector 2.10 Years	9,965.48	10,364.10	124,369.17	59.79	10,675.02	128,100.29	61.59	11,208.78	134,505.36	64.67	
Fire Inspector 2.15 Years	10,063.18	10,465.71	125,588.48	60.38	10,779.68	129,356.18	62.19	11,318.67	135,824.04	65.30	
Fire Inspector 2.20 Years	10,112.03	10,516.51	126,198.13	60.67	10,832.01	129,984.12	62.49	11,373.62	136,483.38	65.62	
Fire Inspector 3.0	10,258.58	10,668.92	128,027.04	61.55	10,988.99	131,867.88	63.40	11,538.44	138,461.28	66.57	
Fire Inspector 3.10 Years	10,463.75	10,882.30	130,587.58	62.78	11,208.77	134,505.24	64.67	11,769.21	141,230.51	67.90	
Fire Inspector 3.15 Years	10,566.34	10,988.99	131,867.85	63.40	11,318.66	135,823.92	65.30	11,884.59	142,615.12	68.56	
Fire Inspector 3.20 Years	10,617.63	11,042.33	132,507.99	63.71	11,373.60	136,483.26	65.62	11,942.29	143,307.42	68.90	

Battalion Chief											
Battalion Chief Step 1	12,896.50	13,412.36	160,948.32	55.27	13,814.73	165,776.77	56.93	14,505.47	174,065.64	59.78	12
Battalion Chief Step 2	13,541.32	14,082.97	168,995.64	58.03	14,505.46	174,065.51	59.78	15,230.73	182,768.76	62.76	12
Battalion Chief Step 3	13,812.15	14,364.64	172,375.68	59.19	14,795.58	177,546.95	60.97	15,535.36	186,424.32	64.02	12
Battalion Chief Step 4	13,947.56	14,505.46	174,065.52	59.78	14,940.62	179,287.49	61.57	15,687.65	188,251.80	64.65	12
Battalion Chief Step 5	14,082.97	14,646.29	175,755.48	60.36	15,085.68	181,028.14	62.17	15,839.96	190,079.52	65.27	12
Battalion Chief Step 6	14,218.39	14,787.13	177,445.56	60.94	15,230.74	182,768.93	62.76	15,992.28	191,907.36	65.90	12
Battalion Chief Step 7	14,353.80	14,927.95	179,135.40	61.52	15,375.79	184,509.46	63.36	16,144.58	193,734.96	66.53	
Battalion Chief Day Step 1	14,702.01	15,290.09	183,481.08	88.21	15,748.79	188,985.51	90.86	16,536.23	198,434.76	95.40	12
Battalion Chief Day Step 2	15,437.10	16,054.58	192,654.96	92.62	16,536.22	198,434.61	95.40	17,363.03	208,356.36	100.17	12
Battalion Chief Day Step 3	15,745.84	16,375.67	196,508.04	94.48	16,866.94	202,403.28	97.31	17,710.29	212,523.48	102.17	12
Battalion Chief Day Step 4	15,900.21	16,536.22	198,434.64	95.40	17,032.31	204,387.68	98.26	17,883.92	214,607.04	103.18	12
Battalion Chief Day Step 5	16,054.58	16,696.76	200,361.12	96.33	17,197.66	206,371.95	99.22	18,057.55	216,690.60	104.18	12
Battalion Chief Day Step 6	16,208.96	16,857.32	202,287.84	97.25	17,363.04	208,356.48	100.17	18,231.19	218,774.28	105.18	12
Battalion Chief Day Step 7	16,363.33	17,017.86	204,214.32	98.18	17,528.40	210,340.75	101.13	18,404.82	220,857.84	106.18	