

# Memorandum of Understanding

Between  
IAFF Local 3214  
and  
Mountain View Fire Protection District

## Subject: Inclusion of New Positions in the 2025–2026 Collective Bargaining Agreement

This Memorandum of Understanding (MOU) is entered into by and between IAFF Local 3214 ("the Union") and the Mountain View Fire Protection District ("the District"). The purpose of this MOU is to formally incorporate the following positions into the current 2025–2026 Collective Bargaining Agreement (CBA), effective January 1, 2026, through the expiration of the existing CBA:

- Deputy Fire Marshal
- Battalion Chief
- Division Chief

### 1. Effective Date

The wages, benefits, and working conditions outlined in this MOU shall take effect on **January 1, 2026** and remain in effect through the expiration of the **2025–2026 CBA (12/31/2026)**.

### 2. Wages

All wages will be included in the current "basis pay" system currently in place in the 2025-2026 CBA. All wages will be in percentages based on FF1 annual pay which will be \$113,722 for the year of 2026.

#### Deputy Fire Marshal

The wage for the position of **Deputy Fire Marshal** shall be set at **150% of the Firefighter I base wage** as defined in the current CBA.

#### Battalion Chief

Wages for the position of **Battalion Chief** shall be set at **170% of the Firefighter I base wage** as defined in the current CBA.

#### Division Chief

Wages for the position of **Division Chief** shall be set at **180% of the Firefighter I base wage** as defined in the current CBA.

### 3. Vacation Buy-Back

~~The parties agree that the positions listed above shall be granted up to 80 (eighty) hours of vacation buy back annually. This provision only applies to the positions who hold the above rank on 01/01/2026. Any member who is promoted or transfers to one of the above positions after 01/01/2026 will **not** be eligible for vacation buy-back benefit.~~

The parties agree that, beginning in 2026, the individual members currently holding the positions of Deputy Fire Marshal, Battalion Chief, or Division Chief at the time of execution of this MOU shall be granted up to 80 (eighty) hours of vacation buy-back per year for as long as they **maintain their current position**. The buy-back benefit will end for any of the above identified individuals when they leave their current position. The parties further agree that this is a limited, negotiated benefit **granted to the specific individual members** currently holding the above positions based on their inclusion in the Bargaining Unit moving forward. This benefit will not apply to any member who is promoted or transfers to any of the above identified positions after execution of this MOU.

### 4. FLSA Status

The District and the Union agree that, effective January 1, 2026, the position of **Battalion Chief** shall be classified as **non-exempt** under the Fair Labor Standards Act (FLSA). Battalion Chiefs shall be eligible for overtime compensation in accordance with FLSA requirements and as outlined in the CBA.

### 5. Paid Time-off

All CBA employees will fall under the current 2025-2026 CBA language as follows:

- **15.10.1** Any member covered under the CBA that is assigned to work a forty (40) hour work week for the member's normal assignment shall be paid in accordance with the pay structure as set forth in Article 19.1. The member shall also receive forty (40) hours of PTO per calendar year, which shall be prorated based upon the time the Firefighter is changed to this schedule.

### 6. Working Conditions and Benefits

All working conditions, benefits, and contractual provisions applicable to other covered classifications shall apply to the Deputy Fire Marshal, Battalion Chief, and Division Chief unless otherwise negotiated and mutually agreed upon.

### 7. Future Negotiations

The parties agree to engage in good-faith bargaining to determine any additional pay structures, specialty pays, promotional processes, or working condition provisions relevant to the new classifications for inclusion in subsequent CBAs.

### 8. Full Force and Effect

Except as specifically modified by this MOU, all terms and conditions of the 2025–2026 CBA remain in full force and effect.

**Signed:**

**For IAFF Local 3214:**



12 / 08 / 2025

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Name: Steven St. Clair

Title: President I3214

**For Mountain View Fire Protection District:**



12 / 08 / 2025

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Name: Froilan Valdez

Title: Fire Chief

**Date:** \_\_\_\_\_

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## Document History



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16:03:58 UTC

Sent for signature to Steven St. Clair (mtview3214@gmail.com) and Froilan Valdez (pvaldez@mvpfd.org) from powens@mvpfd.org  
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**12 / 08 / 2025**

16:20:47 UTC

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16:27:33 UTC

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17:00:34 UTC

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