

**MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE CITY COUNCIL
REGARDING THE
FIREFIGHTERS AND FIRE CAPTAINS
REPRESENTATION UNIT
(MOU #23)**

**THIS MEMORANDUM OF UNDERSTANDING made and entered into
this 31st day of October, 2014**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND THE

UNITED FIREFIGHTERS OF LOS ANGELES CITY, LOCAL 112, IAFF, AFL-CIO-CLC

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1.0 UNION RECOGNITION AND GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

The City of Los Angeles ("City") hereby recognizes the United Firefighters of Los Angeles City, Local 112, IAFF, AFL-CIO-CLC, ("UFLAC" or "Union") as the exclusive representative of employees in the Firefighters and Fire Captains Unit ("Unit") for which the Union was certified as majority representative by the Employee Relations Board on November 13, 1972.

The term "employee" or "employees," as used herein, shall refer only to employees in the classifications listed in Appendix A as well as such classes as may be added hereafter by the City's Employee Relations Board.

ARTICLE 1.2 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") constitutes a joint recommendation of the City Administrative Officer ("CAO"), as the authorized management representative of the City Council, and the Union. It shall not be binding in whole or in part on the parties unless and until:

1. The Union has notified the CAO in writing that it has approved this MOU in its entirety.
2. The City Council has approved this MOU in the manner required by law.
3. The administrative heads of those departments, offices, or bureaus represented herein have approved this MOU in the manner required by law.

Where resolutions, ordinances or amendments to applicable codes are required, those Articles of this MOU which require such resolutions, ordinances or amendments will become operative on the effective date of the resolution, ordinance or amendment unless otherwise specified.

ARTICLE 1.3 PARTIES TO MEMORANDUM OF UNDERSTANDING

This MOU is entered into by the CAO and the authorized management representatives of the Fire Department ("Management" or "Department"), and authorized representatives of UFLAC.

ARTICLE 1.4 PROVISIONS OF LAW AND SEPARABILITY

If any provision of this MOU or the application of such provision to any person or circumstance is ruled unlawful or in any way contrary to law by any Federal or State Court or duly authorized agency, the remainder of the MOU or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE 1.5 NON-DISCRIMINATION

The parties mutually reaffirm their respective policies on non-discrimination in the treatment of any employee because of race, religious creed, color, sex, sexual orientation, LGBT identity, age, union activity, national origin, ancestry, marital status or disability.

ARTICLE 1.6 TERM

The term of this MOU shall commence on the date when the terms and conditions of its effectiveness, as set forth in Article 1.2, Implementation of Memorandum of Understanding, are fully met, but in no event shall said MOU become operative prior to 12:01 a.m. on July 1, 2014. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2016, except where specifically noted.

Notwithstanding the above, the provisions of this MOU shall remain in effect until a successor MOU is implemented or impasse proceedings are completed.

ARTICLE 1.7 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

A written request to commence meet and confer sessions for a successor MOU shall be submitted by the requesting party during the period between February 1, 2016, and April 30, 2016. Meet and confer sessions shall begin by mutual agreement of both parties.

ARTICLE 1.8 UNIT MEMBERSHIP LIST

Management will provide the Union in writing and on electronic medium, within thirty (30) days from the effective date of this MOU and each thirty (30) days thereafter, an accurate and updated alphabetized list of employee names subject to this MOU, their employee number, class title, home address, primary phone number, union membership status, work location and assignment. The list shall also identify employees not on the payroll and the reasons therefore.

ARTICLE 1.9 PAYROLL DEDUCTIONS AND DUES

During the term of this MOU, Union dues and such other deductions as may be properly requested and lawfully permitted will be deducted by the City Controller biweekly in twenty-four (24) increments annually, from the salary of each employee who files with the City Controller a written authorization that such deductions be made. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees shall be made to the Union by the City Controller within thirty (30) working days after the conclusion of the payroll period in which said dues and/or deductions were deducted.

A fee of nine cents (\$.09) per deduction shall be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees on a biweekly basis. Such fee shall not be applicable to health, dental and life insurance benefits provided by UFLAC or the Los Angeles Firemen's Relief Association.

ARTICLE 1.10 ACTIONS BY THE EMPLOYEE RELATIONS BOARD

It is mutually understood that should any action(s) by the Employee Relations Board prior to the expiration of this MOU result in any significant changes to the composition of this Unit, the parties to this MOU will meet as soon as possible thereafter to consider any revisions or amendments hereto that may be required to insure that the interests of newly acquired employees of this representation unit are protected.

**ARTICLE 1.11 MANUAL OF OPERATIONS, RULES AND REGULATIONS,
BULLETINS AND OTHER RULES AND CONDITIONS OF
EMPLOYMENT**

The Department shall maintain up-to-date versions of the Manual of Operations, the Rules and Regulations, bulletins and other rules and conditions of employment on the Department portal.

At least seventy-two (72) hours prior to the effective date of any changes to the Manual of Operations, the Rules and Regulations, bulletins, or other rules affecting personnel practices or other conditions of employment, the Department shall provide the Union with electronic notification of the change(s). The Department shall make the notice to a UFLAC email address dedicated for this purpose. The President of the Union or his/her designee shall provide an electronic acknowledgement of receipt of the notice.

Nothing in this article affects management's obligation to meet and confer with the Union on wages, hours, and other terms and conditions of employment as required by the Employee Relations Ordinance including those changes subject to impact bargaining only.

The Department shall issue an alert through the Network Staffing System to alert employees when negotiated changes are made.

The Department shall remove the hard copy Manual of Operations, Rules and Regulations, bulletins and other rules and conditions of employment from each work location and shall provide each work location access to the current Manual of Operations, Rules and Regulations, bulletins and other rules and conditions of employment in electronic form.

ARTICLE 1.12 BULLETIN BOARDS

The Department will provide a bulletin board or dedicated space for posting official UFLAC business at each Department facility. All official communications from UFLAC shall be posted in the space provided. UFLAC shall cause a removal date to be placed on all

posted material. If a notice is believed to be inappropriate for placement in the workplace, the Employee Relations Officer shall resolve all conflicts.

ARTICLE 1.13 SURVEYS

Any survey received by the Department which requests input of employees must be forwarded to the Employee Relations Officer ("ERO") for evaluation and approval. If the ERO disapproves of the survey, no further action is required. If the ERO believes that the survey complies with Department policy, he/she shall discuss further processing of the survey with UFLAC prior to its dissemination.

2.0 PERSONNEL AND GRIEVANCE MATTERS

ARTICLE 2.1 GRIEVANCE PROCEDURE

Section I - Definition

A grievance is defined as any dispute concerning the interpretation or application of this MOU or of departmental rules and regulations governing personnel practices or working conditions. The following items are not grievable:

1. An impasse in meeting and conferring upon the terms of a proposed MOU.
2. Probationary employee terminations.

A grievant is defined as an employee or the Union when the grievance affects a class or group of employees.

Section II - Responsibilities and Rights

1. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided under Section 1060 of the City Charter. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair employee relations practice under the jurisdiction of the Employee Relations Board, the employee may elect to pursue the matter under either the grievance procedure herein provided, or by action before the Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.
2. No grievant shall lose his/her right to process his/her grievance because of Management imposed limitations in scheduling meetings.
3. The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon a specific request of a grievant, discuss the grievance with him/her at a mutually satisfactory

time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor and in all formal review levels.

4. The steps and time limits between steps of the grievance procedure provided herein may be extended or waived only by mutual agreement.
5. The Department shall notify the Union in writing of any formal grievance filed by an employee and shall schedule the grievance meeting at a date and time that is mutually convenient to the Department, the Union and the grievant within the prescribed time limits. The Union shall have the right to be present in each formal review level. The Union will be notified of the filing and resolution of all formal grievances.
6. Settlements, withdrawals, or other resolutions of grievances shall be non-precedent setting unless mutually agreed upon in writing by the Union and the Department.

Section III - Procedure

Notwithstanding Section 4.865 of the Los Angeles Administrative Code ("LAAC"), the grievance procedure shall be as follows:

Step 1 - Informal Discussion

Within 15 (fifteen) calendar days of presentation to the immediate supervisor, the grievant shall discuss his/her grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance. Said grievance shall be considered waived if not so presented to the immediate supervisor within fifteen (15) calendar days following the day during which the event upon which the grievance is based occurred or the day that the grievant reasonably should have had knowledge of the event.

The immediate supervisor shall notify the grievant and process the appropriate documentation within fifteen (15) calendar days following his/her meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process his/her grievance at the next step.

Step 2 - Chief Officers' Level of Review

If the grievance is not settled at Step 1 (Informal Discussion), the grievant may serve written notice of the grievance on a form provided by the Department (F-226B). Forms shall be delivered to the lowest ranking Chief Officer in the employee's chain of command for routing to appropriate persons. It shall be the responsibility of that Chief Officer to date and indicate the time of receipt of all forms.

All forms shall contain clear and concise statements of pertinent information, with no attempt to expand or conceal facts.

This form must be completed and served on said Chief Officer within fifteen (15) calendar days of the receipt of the grievance response at Step 1. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, the designated Chief Officer shall meet with the grievant and his/her representative, if any, within fifteen (15) calendar days from the date of service. Following the meeting, the designated Chief Officer will discuss the merits of the grievance with his/her Chief Officer and a joint written decision and statement of the facts on behalf of both Chief Officers shall be rendered within 15 calendar days of the meeting with the grievant. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance at the next level of review.

Step 3 - Fire Chief's Level of Review

If the grievance is not settled at Step 2 (Chief Officers' Review), the grievant may, within 15 calendar days following (a) receipt of the written response at Step 2 or (b) the last day of the response period provided for in Step 2, serve a written appeal on Form F-226B to the Employee Relations Officer, who shall forward it to the Fire Chief or designee. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance. If such written notice is served, the Fire Chief or designee shall meet with the grievant, and his/her representative, if any, within fifteen (15) business days from the date of service. A written decision or statement of facts shall be rendered within fifteen (15) business days from the date of the grievance meeting. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance to the next level.

Step 4 - Mediation (optional)

If the grievance is not settled at Step 3 (Fire Chief's Review), the grievant and Union may request mediation by letter to the Employee Relations Officer. This step is optional. Either the Union or the Department may waive mediation and proceed directly to arbitration. Within fifteen (15) calendar days of receipt of a request for mediation, the Employee Relations Officer shall either return the request without action or request that the Employee Relations Board appoint a mediator. The Employee Relations Board shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, the Union and the Department may jointly agree to a mediator selected by the Executive Director of the Employee Relations Board. The fees of such mediator shall be shared equally by the Union and the Department.

The role of the mediator should be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal. Court

reporters shall not be allowed, the rules of evidence shall not apply, and no record shall be made. The mediator shall determine whether witnesses are necessary in the conduct of the proceedings.

If settlement is possible, the mediator may be requested to provide the parties with an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. Upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, along with a brief statement of the reasons for the opinion. Such opinion as well as anything said by parties during mediation shall not be used during any subsequent arbitration. Notwithstanding the above, and Section 4.865 of the Employee Relations Ordinance, the parties may, upon mutual agreement, agree to accept the opinion of the mediator as binding, in lieu of arbitration.

Step 5 - Arbitration

If the written decision at Step 3 or mediation does not settle the grievance, the grievant and the Union jointly may file a written request for arbitration with the Employee Relations Board with a copy to the Fire Chief or his/her designee. The request for arbitration must be filed with the Employee Relations Board within fifteen (15) calendar days following the date of receipt of the Step 3 grievance response or completion of the mediation process. Failure of the grievant and the Union to jointly serve such written request within said period shall constitute a waiver of the grievance.

If such notice is served, the Union and the Department shall meet for the purpose of selecting an arbitrator from a list of seven arbitrators furnished by the Employee Relations Board, within seven (7) calendar days following receipt of said list.

- a. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures specified by the Employee Relations Board, unless the Union and the Department hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the Union and the Department, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the Union and the Department during such arbitration, will be the responsibility of the party incurring same.
- b. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties.

- c. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.

Section IV - Procedure Following a Board of Rights

Notwithstanding LAAC Section 4.865, a grievance filed following a decision by a Board of Rights may be submitted for arbitration. The request for arbitration must be filed within fifteen (15) calendar days following the decision of the Board of Rights. Failure of the grievant to serve such written notice within such time period shall constitute waiver of the grievance.

Section V – Procedure for Grievances Affecting a Class or Group of Employees

The Union may file a grievance affecting a class or group of employees. In these cases, at least one affected member of the class or group of employees shall be named as a grievant.

The Union shall file the grievance in writing with the Fire Chief, or designee, within fifteen (15) business days following the day during which the event upon which the grievance is based occurred or the day the Union reasonably should have had knowledge of the event.

The Fire Chief, or designee, shall provide written notification to the Employee Relations Division of the CAO of the receipt of the grievance. The Fire Chief, or designee, shall meet with the Union within fifteen (15) business days of receipt of the grievance. The Fire Chief, or designee, shall prepare a written response within fifteen (15) business days of the meeting.

Section VI – Procedure for Expedited Arbitration

By mutual agreement, the parties may submit any grievance which has reached the arbitration level to expedited arbitration. The selection of the arbitrator shall be conditioned on the arbitrator's ability to schedule the arbitration within sixty (60) days and submit a written ruling to the parties within forty-eight (48) hours from the close of the hearing. There shall be no transcript of the hearing. If the arbitrator who is selected by the parties is unable to agree to comply with these conditions, the parties shall select another arbitrator from a new list of seven arbitrators provided by the Employee Relations Board. This procedure shall be repeated until an arbitrator agrees to comply with the conditions.

ARTICLE 2.2 GRIEVANCE REPRESENTATION

The Union may designate a reasonable number of grievance representatives and will provide the Department with a current list of such representatives.

The Department recognizes the right of each employee to represent himself/herself, or to be represented by a representative of his/her choice in the presenting of a grievance in the informal discussion with his/her immediate supervisor and in all review levels.

The grievant and his/her representative may have a reasonable amount of paid time off for this purpose. However, said representative will receive paid time off only if he/she is a member of the same Union as the grievant and has been designated as a grievance representative.

Time spent on grievances outside of regular working hours of the employee or his/her representative shall not be counted as work time for any purpose. Whenever a grievance is to be presented during the working hours of the grievant and/or his/her representative, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed.

ARTICLE 2.3 PERSONNEL FOLDERS

A. Adverse Comments/Performance Evaluations

1. No adverse comments shall be entered into an employee's personnel folder unless the employee has been given a copy and the employee has signed an acknowledgement that he/she has read the comment. However, if the employee refuses to sign it, the comment shall be entered in the employee's personnel folder and shall state that the employee refused to sign it.
2. An employee may file a response to any adverse comment or performance evaluation entered in his/her personnel folder within thirty (30) calendar days. The written response shall be attached to and shall accompany the adverse comment.
3. The term "personnel folder" shall be defined pursuant to the Firefighters' Bill of Rights, California Government Code Sections 3255 through 3256.5.
4. The parties agree that any disputes over the definition of the term "personnel folder" under the Firefighters' Bill of Rights, California Government Code Sections 3255 through 3256.5, shall not be subject to the grievance process.

B. Review of Personnel Folder

1. An employee, without loss of pay, shall be entitled to review the contents of his/her Department personnel folder, upon request, during hours when the Department's Personnel Office is normally open for business. Such review shall not interfere with the normal business of the Department.
2. An employee may designate a representative to review his/her Department personnel folder, under the conditions outlined above, by signing a Designation and Release From Liability Form that will be provided by the Department.

3. If, after examination of his/her official Department personnel folder, an employee believes that any portion of the material is mistakenly or unlawfully placed in the folder, the employee may request that the mistaken or unlawful portion be corrected or deleted. The request must be in writing. Any request made pursuant to this provision shall include a statement by the employee describing the corrections or deletions from the personnel folder requested and the reasons supporting those corrections or deletions. A statement submitted pursuant to this provision shall become part of the personnel folder. The Department shall notify the employee of its decision within thirty (30) calendar days of receipt of the request.

C. Obtaining Copies of Documents in Personnel Folder

1. An employee shall be provided a copy of documents, free of charge, before such documents are forwarded for inclusion in his/her Department personnel folder.

2. An employee may make a request to the Department's Personnel Office for copies of documents in his/her official Department personnel folder. The Personnel Office shall provide copies to the employee while the employee is present in the Personnel Office. However, if the Personnel Office is unable to do so, the Personnel Office shall provide the copies to the employee within a reasonable time period based on the workload of the Personnel Office at the time of the request. The employee shall pay the copying charges.

D. Notification to Employee

If the Department receives an outside request for disclosure of records from an employee's official Department personnel folder, the Department shall provide the employee notice of the request within three (3) working days of the Department's receipt of the request.

ARTICLE 2.4 INVESTIGATION NOTIFICATION

Section I - Notice of Investigation

The Department shall immediately notify an employee who is the subject of an investigation or a witness in an investigation in confidential written form and shall inform the employee of the nature of the investigation, unless the Fire Chief has determined that the charge is of such a nature and seriousness that it warrants placing the employee under investigation without such notification being made. It is intended that instances of investigation without notification will not become common practice.

Section II - Right to Representation

Prior to conducting any investigatory interview with an employee, the Department shall inform the employee of the nature of the interview. The Department shall also inform the

employee of his/her right to representation and shall grant the employee a reasonable amount of time to obtain representation. The term "reasonable amount of time" as used in this Section means that the employee shall have a maximum of ten (10) business days to choose a representative who is available to represent the employee at the interview. It is the employee's responsibility to secure the attendance of his/her chosen representative at the interview. If he/she is unable to do so, the employee should select another representative so that the interview may proceed.

In the event the Department determines that the matter is "time sensitive" and an investigatory interview of an employee is necessary, the employee shall have a minimum of ninety (90) minutes to secure a representative. The Department may extend that ninety (90) minute period to secure a representative at its discretion, balancing its need for the interview. If the employee is unable to obtain representation of his/her choice within 90 minutes and the employee chooses to be represented by UFLAC, the Department shall detail the on duty employee designated by UFLAC as the On Call UFLAC Representative. At the request of the employee, the Department may detail an available representative of the employee's choice to provide representation to the employee. For the purposes of this paragraph, the term "time sensitive" includes, but is not limited to, significant traffic accidents, in-custody deaths, wrongful deaths, firefighter fatalities, or serious injuries and incidents where there is a high likelihood of litigation.

The Department shall schedule the investigatory interview at a date and time that is mutually convenient to the Department, the Union, and the employee within the prescribed time limits. Whenever practicable, investigatory interviews as defined in this section shall be done during the employee's normal working hours without loss of pay.

Section III - Search and Seizure Procedures

Any locker, desk or other locked storage place used exclusively by an employee shall not be searched without the presence or consent of the employee, except that:

- a. A search may be conducted without the employee's presence provided that the employee was given reasonable notice;
- b. An employee may authorize a representative to be present as a witness if the employee is unable to be present;
- c. A search may be conducted without the employee's presence if the employee refuses or fails to be present during said search;
- d. The employee must be informed prior to the search as to the purpose of the search.

ARTICLE 2.5 NO-SMOKING

Employees hired as Firefighters during the term of this MOU shall be required to remain non-smokers throughout their employment as an employee of the Fire Department.

A non-smoker shall not smoke or use any tobacco product either on or off-duty while employed.

An affidavit signed on a periodic basis by the employee shall be used to verify continued non-smoking status.

3.0 TIME OFF

ARTICLE 3.1 HOLIDAYS

1. An employee shall receive thirteen (13) days off in lieu of holidays each calendar year. These days off will be scheduled in accordance with existing practice.

Note: For calendar year 2010 only, four holidays were moved to a separate bank immediately upon implementation of the MOU in accordance with Article 1.2. These days are frozen and may not be used by the employee. These banked days will be cashed out by the City at the employee's straight time rate as soon as budgetarily feasible; however, the precise manner and date of payback will be determined by the City in consultation with the Union. If the banked days are not paid out or returned prior to the date an employee separates from City service, the days shall be paid out at separation at the employee's straight time rate in effect on the date of separation.

2. Employees regularly assigned to Special Duty and Inspectors shall receive, in addition to the above, an additional one-half day holiday Christmas Eve (a.m.), and an additional one-half day holiday New Year's Eve (a.m.).
3. An employee who works on one of the holidays specified below shall receive, in addition to the employee's regular compensation for that day, \$5.50 for each hour worked:

Thanksgiving	Christmas Day
Christmas Eve	New Year's Eve

ARTICLE 3.2 VACATIONS

- A. An employee shall be entitled to sixteen (16) calendar days vacation annually with full pay. An employee, upon the completion of ten (10) years of service in the aggregate, shall be entitled to twenty-four (24) calendar days vacation annually with full pay, and an employee, upon the completion of thirty (30) years of service in the aggregate, shall be entitled to twenty-five (25) calendar days annually with full pay. On January 1 of each year, vacation time accrued during the previous year shall be credited to an employee.

- B. An employee who has served less than ten (10) years may be permitted to defer vacation, thereby accumulating unused vacation time to total not more than thirty-two (32) calendar days; an employee who has completed ten (10) years of service in the aggregate may be permitted to defer vacation, thereby accumulating unused vacation time to total not more than forty-eight (48) calendar days; and an employee who has completed thirty (30) years of service in the aggregate may be permitted to defer vacation, thereby accumulating unused vacation time to total not more than fifty (50) calendar days.
- C. The following provisions shall apply for the purpose of computing years of service in the aggregate in determining eligibility for vacation accrual:
1. An employee shall be deemed to have been in the service of the Department during any period of military service performed by the employee if the employee was entitled to reinstatement as an employee of the Department after such military service and was, in fact, so reinstated.
 2. Service of an employee prior to service retirement shall be counted if the employee is reactivated pursuant to either Charter Section 1306 or Charter Section 1410.
 3. Service of an employee prior to resignation from any department of the City shall be counted if the employee resigned from said department and was re-employed in the Department within seven (7) days following the effective date of the resignation and if the employee is not eligible for a pension under the provisions of any applicable Fire and Police Pension Plans contained in the City Charter or the Administrative Code.
- D. Employees regularly assigned to Special Duty and Inspectors (non-Platoon Duty), who are not eligible to work safety watches, may elect to work and receive cash payment for up to 80 hours of accrued vacation time during a calendar year. The election by an employee to receive such cash payment shall be subject to the approval of the Fire Chief within the budgeted funds of the Department.

ARTICLE 3.3 SICK LEAVE

The practices of allowance for sick leave for employees shall be in accordance with LAAC Section 4.176, including the following:

1. During the calendar year in which an employee is appointed and during each subsequent calendar year, he/she shall accrue twelve (12) working days of sick leave.
2. Notwithstanding LAAC Section 4.176, employees entering the City service on or after July 1, 1996, shall accrue one day of sick leave and shall accrue one additional day at the end of each subsequent month worked until the pay period which

includes January 1 following the date of hire. Such accrual will be on the first day of the pay period in which the employee's anniversary date falls. Beginning the pay period which includes January 1 following the date of hire, such future employees shall accrue sick leave in accordance with LAAC Section 4.176.

3. Employees who are absent on military leave shall continue to accrue sick leave.
4. Employees who become separated from the service by reason of retirement or death will be compensated for any remaining balance of unused accumulated sick leave at full pay at the date of separation. Such compensation will be paid to the individual or his/her estate by cash payment at 50% of the employee's salary rate current at the date of separation, except however, accumulated sick leave hours at full pay and the salary rate shall be computed on a Platoon Duty basis for employees in ranks for which a Platoon Duty rate has been established.

Notwithstanding the above provision, the City Council may, by resolution, authorize cash payment to the legal beneficiaries of an employee of the Department, who suffers a duty-related death, for the balance of the employee's accumulated full-pay sick leave at 100% of the employee's salary rate on the date of his/her death. In no instance shall an employee or his/her beneficiaries be compensated more than once for accumulated sick leave upon retirement and/or death of the member.

Employees shall be allowed to accumulate a maximum of 136 working days of sick leave at full pay. Payment for any unused sick leave will be made for hours in excess of 136 working days. The amount of payment will be in accordance with the provisions of LAAC Section 4.176. Payment for any unused sick leave that exceeds 136 working days shall be computed on a Platoon Duty basis for employees in ranks for which a Platoon Duty rate has been established.

Notwithstanding LACC Section 4.176(e), employees assigned to Special Duty may be allowed sick leave with full pay not to exceed an aggregate of sixteen (16) hours in any one calendar year for the purpose of securing preventive medical treatment.

ARTICLE 3.4 FAMILY ILLNESS

Each employee shall be entitled to the following family illness leave provisions:

1. Each employee who is absent from work by reason of the illness or injury of a member of his/her immediate family and who has accrued sick leave shall be allowed a leave of absence at the appropriate rate (100%, 75% or 50%) not to exceed in the aggregate twelve (12) days in any one calendar year.
2. Each employee shall furnish, if required by the Fire Chief, satisfactory documentation to sufficiently justify the absence.

3. "Immediate Family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, stepchild, current stepparent, domestic partner of the employee or other dependent residing in the employee's household and the following relatives of an employee's domestic partner: child, grandchild, mother, father.
4. Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership with a named domestic partner. No affidavit is required to secure family illness benefits arising from the illness or injury of a household member (any person residing in the immediate household of the employee at the time of the illness or injury). By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the employee's household members, or to any other person.

ARTICLE 3.5 BEREAVEMENT LEAVE

An employee regularly assigned to a 4/10 work schedule shall be entitled to three (3) working days leave of absence of ten (10) hours per day with full pay for a death in the employee's immediate family. Each Platoon Duty employee shall be entitled to two (2) twenty-four hour shifts leave of absence with full pay for such deaths. The days do not have to be consecutive, but must be taken within one (1) year from the date of the death. Each employee shall furnish, if required by the Fire Chief, a death certificate or other satisfactory proof of the death to justify the absence.

"Immediate family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, stepchild, current stepparent, grandparents, grandchildren, domestic partner of the employee or any dependent or any relative who resided in the employee's household immediately prior to death, and the following relatives of an employee's domestic partner: child, grandchild, mother, and father. Simultaneous, multiple family deaths will be considered as one occurrence.

An employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership with a named domestic partner. By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the employee's household members, or to any other person.

ARTICLE 3.6 JURY DUTY

Employees who are duly summoned to attend any court for the purpose of performing jury service, or nominated and selected to serve on the Grand Jury, shall, for those days on which they are scheduled to work, be released from duty with pay for the period of time necessary to perform the jury service. Reasonable travel time will be permitted for the employee to travel to and from his/her place of assignment and the location of the jury service.

Any jury attendance fees received by the employee, except for those fees received for jury service performed on a regular day off, shall be paid to the City and deposited in the General Fund. Transportation fees paid by the court will be retained by the employee.

If an employee becomes involved in an extended trial of 30 days or more, or is nominated and selected to serve on the Grand Jury and requests to be assigned to administrative detail, the Department shall assign him/her to an administrative detail. If an employee becomes involved in an extended trial of 5 days or more and requests to be assigned to an administrative detail, the Fire Chief may assign him/her to an administrative detail.

ARTICLE 3.7 TIME OFF FOR UNION REPRESENTATIVES

A. Full Time Board Members

1. UFLAC may designate up to four (4) board members to take full time off to conduct Union business. The parties acknowledge that board members so assigned are exempt from Fair Labor Standards Act overtime provisions due to the executive and administrative nature of their assignment. Board members so designated shall not be required to perform any other duties for the Department.
2. The Department shall notify UFLAC of the EMT re-certification status of all full-time board members and provide an updated list of recertification opportunities for these board members.

B. As-Needed Board Members and Other Employees

In addition to the above, other UFLAC members shall be allowed to take time off, in hourly increments, to conduct Union business. UFLAC acknowledges that any such work is not to be considered hours of work for the City. Such time off may not exceed an aggregate total of 5,000 hours annually. UFLAC will select and provide a rank for rank replacement, to the extent possible, for all Platoon Duty members taking such time off outside of Scheduled Overtime Duty (SOD) procedures. If no replacement is provided, no time off shall be allowed. UFLAC shall pay the City 100% of the salary rate of the replacement. Special Duty members shall be allowed to take time off in hourly increments to conduct Union business subject to the operational needs of the Department. UFLAC shall pay the City the straight time salary rate of the Special Duty member.

Permission for time off must be arranged at least 72 hours in advance; however, time off may be granted without this advance notice under circumstances which could not be anticipated, subject to the approval of the Fire Chief.

Payment shall be made to the City monthly. The failure of the City to receive reimbursement as stated above, within 45 days of the monthly due date, shall result in the immediate cessation of obligations under this Article and the immediate reassignment of the board members to regular duties for their class and pay level. At the time such payment is received, the obligations under this Article will become fully operative.

The release time described in this article represents all release time allowed for this bargaining unit with the exception of time off taken pursuant to provisions of State or City law or under other provisions of the MOU. The previous Letter of Agreement authorizing 256 hours per month of Meet and Confer (MC) time will be eliminated upon adoption of this MOU.

ARTICLE 3.8 WITNESS DUTY

Any employee who is served with a subpoena by a court of competent jurisdiction that compels his/her presence as a witness during his/her normal working hours shall be granted time off with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance. This Article is not applicable to appearances for which the employee receives compensation in excess of his/her regular earnings or when the employee is a party to the litigation unless the employee has been sued for something related to his/her work.

A court of competent jurisdiction is defined as a court within the county in which the employee resides or, if outside the county of residence, the place of appearance must be within 150 miles from the county of the employee's residence.

If an employee is subpoenaed by a court of competent jurisdiction outside of the location limits noted in the paragraph above, he/she shall be eligible to receive compensation under this Article if the court appearance is the result of the employee's actions as a licensed paramedic or EMT within the scope of practice as defined by the licensing/certifying authority for the Department.

ARTICLE 3.9 CONTINUING EDUCATION

Licensed paramedics shall attend continuing education courses on an on- or off-duty basis. Employees who successfully retain their license shall be paid an amount equivalent to the minimum required hours of continuing education as established by the State of California for all hours where attendance was off duty. Employees will also be paid for any off-duty time required to attend any additional training which shall be required by Los Angeles County to maintain accreditation.

Compensation will be made in a lump sum payment at the current straight time rate. Such payment shall be made within thirty (30) days of notification by the State of California and/or the County of Los Angeles.

ARTICLE 3.10 FAMILY AND MEDICAL LEAVE

It is the intent of the parties that the provisions and administration of this Article be in compliance with the Family and Medical Leave Act (FMLA) of 1993, the California Family Rights Act (CFRA) of 1993, and the Pregnancy Disability Leave (PDL) provisions of the California Fair Employment and Housing Act (FEHA). The following family leave provisions shall be operative during the term of the MOU:

A. Authorization for Leave

Up to four (4) months (nine pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption or foster care of a child, or serious health condition of an immediate family member as defined in Article 3.4, upon the request of the employee or designation by Management in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the (LAAC) to the contrary.

An employee may take leave under the provisions of this Article if the employee has a serious health condition that makes him/her unable to perform the functions of the employee's position.

Leave under the provisions of this Article shall be limited to four (4) months (nine pay periods) during a twelve (12) month period, regardless of the number of incidents. A 12-month period shall be measured forward from the first day of leave for each individual taking a leave. The next 12-month period will begin the first day of leave taken under the provisions of this Article after completion of the previous 12-month period.

Exception: Under the provisions of this Article, a pregnant employee may be eligible for up to four months (nine pay periods) for childbirth disability and up to an additional four months (nine pay periods) for the purpose of bonding. (See Sections D.1 and D.6 of this Article).

B. Definitions

1. Spouse means a husband or wife as defined or recognized under State law for purposes of marriage in this State.
2. Domestic partner means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City

employee, which is on file in the Employee Benefits Office, Personnel Department.

3. Parent means a biological, step, adoptive or foster parent, an individual who stands or stood *in loco parentis* to an employee, or legal guardian. This term does not mean parents-in-law. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for or financially support a child, or in the case of an employee who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
4. Child means a biological, adopted, or foster child, a stepchild, a legal ward or child of a person standing *in loco parentis*, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability.

C. Eligibility

1. The provisions of this Article shall apply to employees in this Unit who have been employed by the City for at least 12 months and who have worked at least 1,250 hours during the 12 months immediately preceding the beginning of the leave.

Exception: In accordance with PDL under the California FEHA, on the first day of employment with the City, pregnant employees are eligible for up to four months (nine pay periods) of leave if disabled due to pregnancy.

2. Parents (including those who are domestic partners) who both work for the City may take leave under the provisions of this Article at the same time to care for a new child by birth or adoption, or foster care of a child, or to care for a sick parent, but the aggregate period of time to which both are entitled is limited to the time normally allowed for only one employee. Each employee must notify his/her employing department at the time the leave is requested of the name and department of the second family member who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.

The time limitations described above do not apply to leave taken by one spouse or one domestic partner to care for the other who is seriously ill, or to care for a child with a serious health condition.

D. Conditions

1. Pregnancy - A leave for a pregnant employee shall start at the beginning of the period of disability that a health care provider certifies as necessary.

Leave for the non-disability portion of childbirth (“bonding”) may be taken before or after delivery.

In accordance with the PDL under the California FEHA, employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four months (nine pay periods) of leave with medical certification certifying the employee is unable to work due to a pregnancy-related condition. PDL may be taken before or after the birth of a child, shall run concurrently with pregnancy leave under the federal FMLA, and must be concluded within one year of the child’s birth.

Employees (either parent) are also eligible for family leave (“bonding”) under the CFRA, which shall be limited to four months (nine pay periods) and must be concluded within one year of the child’s birth. (The administration of such leave shall be in accordance with Section C.2. of this Article).

2. Adoption - The start of a family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may also be granted prior to placement for adoption or foster care of a child if an absence from work is required (i.e., counseling, court appearance, consultation with an attorney, physical examination, etc.).
3. Family Illness/Injury -The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee or, if none is requested, on a day designated by Management.
4. Employee’s Own Illness/Injury - The start of a personal medical leave for the employee’s own serious health condition shall begin on the date requested by the employee or, if none is requested, on a day designated by Management. Serious health conditions occurring during the course and scope of employment activities shall not apply to this Section.
5. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves:
 - a. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice or residential medical care facility; or
 - b. Any period of incapacity requiring an absence of greater than three calendar days involving continuing treatment by or under the supervision of a health care provider; or
 - c. Any period of incapacity (or treatment resulting there from) due to a chronic or serious health condition; or

- d. Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
 - e. Any absences to receive multiple treatments (including any period of recovery there from) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated; or
 - f. Any period of incapacity due to pregnancy or for prenatal care
6. All leave granted under this Article shall normally be for a continuous period of time for each incident. However, an employee may be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health condition or for his/her own serious health condition when it is medically necessary. Employees needing intermittent leave or leave on a reduced schedule must attempt to schedule their leave so as not to disrupt the Department's operations. Management may require the employee to transfer temporarily to an available alternative position (with equivalent pay and benefits) for which the employee is qualified and that accommodates recurring periods of leave better than the employee's regular position.

In accordance with the CFRA, leave for the birth, adoption or foster care placement of a child of an employee ("bonding" leave) does not have to be taken in one continuous period of time. Under CFRA, the minimum duration of bonding leave is two weeks, and on any two occasions an employee is entitled to such bonding leave for a time period of not less than one day but less than two weeks' duration. Any other form of intermittent leave, or work on a reduced schedule, for the purpose of bonding leave shall only be permitted at the discretion of Management. Bonding leave must be concluded within one year of the birth or placement of the child.

7. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.
8. Management has the right to request and verify certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow employees at least 15 calendar days to obtain the medical certification.
9. A personal leave of absence beyond the four (4) month leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.

E. Notice Requirements

1. Employee

When an employee requests family or medical leave, he/she must state the reason for the requested leave (e.g., childbirth, to care for an immediate family member with a serious health condition, etc.) When the necessity for a leave is foreseeable, the employee must provide at least 30 days notice. However, if the leave must begin in less than 30 days, the employee must provide as much advance notice as is practicable.

2. Management

In response to an employee's request for family or medical leave, Management shall indicate whether or not the employee is eligible for such leave, if such leave will be counted against the employee's annual family or medical leave entitlement, and any requirement for the employee to furnish medical certification. Management shall also notify an employee if it designates leave, paid or unpaid, taken by an employee as family or medical leave-qualifying, regardless of whether or not the employee initiates a request to take family or medical leave.

F. Applicable Time Off

Employees who are granted family leave in accordance with this Article shall take time off in the following order:

1. Childbirth (Mother)

- a. Accrued sick leave (100%, 75%, 50%) or vacation for the entire period of disability that a health care provider certifies is necessary, (including prenatal care or the mother's inability to work prior to the birth) may be taken at the employee's discretion.
- b. For the non-disability portion of childbirth leave (before or after delivery - "bonding"), accrued vacation time shall be used prior to the use of time under c., d., and e. below.
- c. Accrued sick leave; all 100% sick leave shall be used first, followed by the use of all 75% sick leave, followed by the use of all 50% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. Unpaid leave.

- e. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal FMLA, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.
2. Childbirth (Father or Domestic Partner), Adoption, Foster Care or Family Illness
- a. Annual family illness sick leave up to twelve (12) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in b. below.
 - b. Accrued vacation time. Such time must be used prior to the use of time under c., d., and e. below.
 - c. Accrued sick leave; all 100% sick leave shall be used first, followed by the use of all 75% sick leave, followed by the use of all 50% sick leave. The use of sick leave under this subsection is at the employee's discretion.
 - d. Unpaid leave.
 - e. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal FMLA, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.
3. Personal Medical Leave
- a. Accrued sick leave (100%, 75%, 50%) may be used at the employee's discretion. Such leave may be taken before or after the vacation time off described in b. below.
 - b. Accrued vacation time. Such time must be used prior to the use of time under c. and d. below.
 - c. Unpaid leave.
 - d. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick

leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal FMLA, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

G. Sick Leave Rate of Pay During Family Leave

Payment for sick leave usage under F.1., 2, and 3, above shall be at the regular accrued rate of 100%, 75% or 50%, as appropriate.

H. Medical Subsidies During Family and Medical Leave

For those employees who are on family or medical leave under the above provisions of this Article, Management shall continue the City's health and dental plan subsidies. Employees shall be eligible for such continued subsidies while on a family or medical leave in accordance with the provisions of this Article. However, for any unpaid portion of family or medical leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods. The employee must have been enrolled in a health or dental plan authorized in accordance with Article 4.1 and 4.2 of this MOU prior to the beginning of the leave to be eligible for such subsidy continuation.

I. Monitoring

Management shall maintain such records as are required to monitor the usage of family leave as defined in this Article. Such records are to be made available to the Union upon request.

ARTICLE 3.11 BLOOD AND BONE MARROW DRIVES

Employees who are assigned to Special Duty and Inspectors shall be allowed to attend and participate in all City-sponsored blood drives up to two hours on City time. All employees may take time off with pay to donate bone marrow in accordance with LAAC Section 4.118.

ARTICLE 3.12 ORAL AND WRITTEN PROMOTIONAL EXAMINATIONS

Employees shall be granted reasonable time off with pay for the purpose of taking oral and written promotional examinations (including advanced pay grade selection) when such examinations are given by the City and scheduled during the employee's normal working period; provided, however, that each employee entitled to such time off with pay shall give reasonable advance notice to the employee's supervisor. Such time off with pay may include travel time. Under no circumstances shall employees be granted overtime or adjusted time for participating in an oral promotional process or travel time related thereto which occurs prior to or after an employee's regular work schedule.

The Department agrees that any employee who may be assigned to work on a day that a written promotional examination is administered by the Personnel Department, and for which an employee has applied, shall be given priority in the scheduling of days off for that day. In the event that the Department is unable, due to staffing needs, to accommodate the requests of all employees who applied to take a written promotional examination, it is the responsibility of each employee not accommodated to arrange with the Personnel Department for a delayed administration of the examination.

ARTICLE 3.13 OTHER EXAMINATIONS

- A. Inspectors shall be granted time off with pay for taking examinations under the following conditions:
 - 1. The examination is a condition of employment for the employee's current work assignment;
 - 2. The examination is scheduled during the employee's regular work hours; and
 - 3. The employee has no input or influence over the scheduling of such exam.
- B. Inspectors shall obtain advance approval for such time off from their supervisor.
- C. Inspectors shall not be granted overtime for taking examinations.
- D. The Department shall pay for the examinations for Inspectors.

4.0 INSURANCE

ARTICLE 4.1 HEALTH INSURANCE

- A.
 - 1. Effective July 1, 2014, the City will continue to provide the current subsidy not to exceed \$1169.24 per month toward the cost of any UFLAC, Los Angeles Firemen's Relief Association or City-sponsored insurance plan approved by the City and the Union. The amount applied to the employee-only coverage will be the actual amount required but not to exceed \$825.90.
 - 2. Effective July 1, 2015, the City will provide a monthly subsidy not to exceed \$1227.70 per month toward the cost of any UFLAC, Los Angeles Firemen's Relief Association or City-sponsored insurance plan approved by the City and the Union. The amount applied to the employee-only coverage will be the actual amount required but not to exceed \$867.20 per month.
- B. The City will apply the subsidy first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents under the plan. The definition of a dependent shall include the domestic partner of an employee and the dependents of such domestic partner. Any employee claiming a

domestic partner and/or dependents of such domestic partner shall complete a confidential affidavit to be filed with the Employee Benefits Office, Personnel Department, which shall be signed by the employee and the domestic partner, declaring the existence of that domestic partnership. By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the dependents of such domestic partner.

- C. Employees who are enrolled in the UFLAC high deductible health care plan and have established a health savings account under that plan will have \$100 per month deposited into his/her health savings account by the City. The \$100 contribution shall not increase the maximum subsidy amounts established above.
- D. An employee, who can prove health insurance coverage under a spouse or domestic partner with an adequate plan, may opt out of health insurance coverage as provided by this Article, and receive a sum of \$100 monthly which is not to be considered wages. To be eligible for this opt-out benefit, the employee must comply with the rules and procedures established by the Personnel Department.
- E. The City shall provide funds to subsidize the cost of health plan premiums for the spouse, minor dependents and dependent children of any employee who dies while on active duty from injuries incurred while performing his or her job duties or who dies as a direct cause of such injuries. The maximum amount of the subsidy shall not exceed the amount provided to active employees covered by this MOU. These provisions are not applicable to employees who are not on duty or who have not completed Drill Tower training at the time of the injury which results in their death. For minor dependents the subsidy shall cease upon their attaining the age of 18 years; or until age 25 if unmarried and attending an accredited school on a full-time basis; or dependent children when they cease to be dependent as defined in Charter Section 1406. Only a spouse and/or dependents covered under an employee's plan at the time of death shall be eligible for the subsidy. Upon application by a spouse or dependent for this benefit, a Committee comprised of representatives of the Personnel Department, UFLAC, and the Fire Department shall jointly determine whether the circumstances of the employee's death qualify the employee's spouse and/or dependents for the benefit provided under this Section. The decision of this Committee shall be final and binding, and not subject to further appeal.
- F. The City will retain all duties and responsibilities it has had for the administration of the City's Health Insurance Plans. UFLAC hereby agrees to defend, indemnify and hold harmless the City and its departments, officers, employees and agents from and against all suits and causes of action, claims, losses, demands, and expenses, including attorney's fees and costs of litigation, damage or liability of any nature that may arise out of or result from the payment made by the City pursuant to this MOU or for any action or failure to act by the Los Angeles Firemen's Relief Association or

any other carrier regarding or related to the coverage or services provided by such carrier described by the agreement between the carrier and its members.

G. Special Retiree Health Subsidy

Employees who retired on a service or service-connected disability on or after July 1, 1989 but on or before June 30, 1996, and who are at least age 55 shall receive the following benefit:

<u>Years of Service</u>	<u>Benefit</u>
20 - 24	\$75 per month
25 - 29	\$150 per month
30 & over	\$225 per month

For employees who retired on or after July 1, 1996 but before July 1, 1998, the following benefit shall be provided:

<u>Years of Service</u>	<u>Benefit</u>
20 - 24	\$150
25 - 29	\$225
30 & over	\$300

In no case shall this special subsidy amount exceed the cost of the health plan option selected by the retiree. To receive this subsidy, the retiree must be in a City approved health plan. A retiree, who accepts another City job after retirement from the Fire Department and receives a City health insurance subsidy through that job, is ineligible for this subsidy. This subsidy shall be administered through the Pension Department and will not be governed by the rules and regulations of the City health insurance plan subsidy for active employees.

- H. Should either State or Federal statute(s) mandate that the parties to this agreement participate in a national or state health care plan or system, the parties agree that the level of health care benefits currently provided to the employees covered by this agreement will not be diminished nor will the employee's cost for the maintenance of those benefits be increased beyond that provided in this agreement.
- I. For an employee on Family or Medical Leave under the provisions of Article 3.10, Management shall continue the City's medical plan subsidy for employees who are enrolled in an authorized health plan prior to the beginning of such leave. However, for any unpaid portion of Family or Medical Leave, the health plan subsidy shall be continued for a maximum of nine (9) pay periods.

ARTICLE 4.2 DENTAL INSURANCE

- A. The City agrees to provide for each employee in the Unit, who has filed with the City the appropriate documentation of enrollment, the City-sponsored dental insurance program. The full cost of the employee-only coverage will be borne by the City.
- B. Effective the first month following adoption of this MOU, the City agrees to expend up to \$76.00 per month or the full cost of employee only coverage, whichever is less, for employees enrolled in a UFLAC Dental Plan or any other plan approved by the City and the Union for which an employee is eligible. Effective July 1, 2015, this amount will increase to \$78.00.
- C. The amount expended by the City will first be applied to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents, if any, if the employee is enrolled in one of the Union plans. The definition of a dependent shall include the domestic partner of an employee and the dependents of such domestic partner. Any employee claiming a domestic partner and/or dependents of such domestic partner shall complete a confidential affidavit to be filed with the Employee Benefits Office, Personnel Department, which shall be signed by the employee and the domestic partner, declaring the existence of that domestic partnership. By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the dependents of such domestic partner.
- D. If the employee is receiving a subsidy on the operative date of this MOU, the employee will continue to receive the subsidy for that dental plan, unless the employee submits a new payroll deduction card.
- E. The City subsidy for employees who change enrollment or who enroll for the first time in any of the Union sponsored plans will be applied toward insurance plan premiums scheduled for payroll deduction in the first payroll period following the employee's enrollment.
- F. The City will remit to the Union, at an address to be specified by the Union, an aggregate amount equal to the sum of the subsidy paid for those employees enrolled in Union plans who are on the payroll during each payroll period for which the subsidy is paid, together with a list of those employees for whom the subsidy is paid during said payroll period. Remittance of this aggregate amount will be made within thirty (30) working days after the conclusion of the payroll period in which the subsidy was paid.
- G. For those employees enrolled in Union-sponsored plans, who authorize the City Controller to make a payroll deduction to cover any additional costs of such plans, the City will remit to the Union a separate amount and an appropriate deduction list

at an address to be specified by the Union, in accordance with the provisions of Article 1.9, Payroll Deductions and Dues.

- H. The City shall provide funds to subsidize the cost of dental plan premiums for the spouse, minor dependents and dependent children of any employee who dies while on active duty from injuries incurred while performing his/her job duties or who dies as a direct cause of such injuries. The maximum amount of the subsidy shall not exceed the amount provided to active employees. These provisions are not applicable to employees who are not on duty or who have not completed Drill Tower training at the time of the injury which results in their death. For minor dependents the subsidy shall cease upon their attaining the age of 18 years; or until age 25 if unmarried and attending an accredited school on a full-time basis; or dependent children when they cease to be dependent as defined in Charter Section 1406. Only a spouse and/or dependents covered under an employee's plan at the time of death shall be eligible for the subsidy. Upon application by a spouse or dependent for this benefit, a Committee comprised of representatives of the Personnel Department, UFLAC, and the Department shall jointly determine whether the circumstances of the employee's death qualify the employee's spouse and/or dependents for the benefit provided under this Section. The decision of this Committee shall be final and binding, and not subject to further appeal.
- I. The City shall not be responsible for, nor expected to provide any additional accounting, administrative, bookkeeping, clerical, or other services except as provided for in this Article, and that the Union assumes all responsibility for any services which may arise out of the administration of these plans.
- J. The Union shall indemnify, defend and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or result from any action taken by the City for purposes of complying with this Article, or failure of the Union or its dental carriers to provide the coverage and services agreed to between the Union and the carriers.
- K. The City will retain all duties and responsibilities it has had for the administration of the City's Dental Insurance Plans.
- L. For an employee on Family or Medical Leave under the provisions of Article 3.10, the City shall continue the City's dental plan subsidy for employees who are enrolled in an authorized dental plan prior to the beginning of such leave. However, for any unpaid portion of Family or Medical Leave, the dental plan subsidy shall be continued for a maximum of nine (9) pay periods.

ARTICLE 4.3 LIFE INSURANCE

- A. Effective the first month following adoption of this MOU, the City will expend up to \$16.00 per month for employees toward the cost of a UFLAC or Firemen's Relief

Association-sponsored Life Insurance program. This subsidy shall be available to all employees, regardless of UFLAC membership or affiliation.

- B. Management will provide continuation of the above life insurance program subsidy toward a life insurance policy issued on the life of the spouse or domestic partner of any employee killed in the line of duty, provided such policy is issued through UFLAC. Such policy shall name the minor and/or dependent children of said employee as beneficiaries. This subsidy shall be provided only if said employee had a life insurance policy in effect, through UFLAC, at the time of the employee's death.

Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of that domestic partnership.

- C. Children who have reached their 18th birthday and are not full-time students are not eligible for coverage unless they have been found to be a dependent child as defined under Charter Section 1406.

Children shall remain beneficiaries of the above policy up to the age of 21 if unmarried and attending an accredited school on a full-time basis.

Dependent children shall remain beneficiaries as long as they remain unmarried and dependent as defined under Charter Section 1406.

- D. The City will provide the subsidy for the UFLAC plan in twenty-four (24) biweekly increments annually. The City will remit to the Union an aggregate amount equal to the sum of the subsidy paid for those employees enrolled in said plan who are on active payroll status, together with a list of those employees who qualify for the subsidy during each payroll period. Remittance of this aggregate amount will be made within thirty (30) working days after the conclusion of the payroll period in which the subsidy was paid.
- E. The City subsidy for employees who enroll for the first time in said plan will be applied toward premiums scheduled for payroll deduction in the first payroll period following the employee's enrollment.
- F. For those employees enrolled in the plan who authorize the City Controller to make a payroll deduction to cover any additional costs of said life insurance plan, the City will remit to the Union a separate amount and appropriate deduction list in accordance with established policy and procedures.
- G. The City is not responsible for nor expected to provide any additional accounting, administrative bookkeeping, clerical or other services except as provided for in this

Article. The Union shall assume all responsibility for any services which may arise out of the administration of the life insurance plan.

- H. The Union shall indemnify, defend and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or result from any action taken by the City for purposes of complying with this Article, or by failure of the Union or its life insurance carrier to provide the coverage and services agreed to between the Union and the carrier.

ARTICLE 4.4 EMPLOYEE ASSISTANCE PROGRAM

Management and the Union recognize that an employee or members of an employee's family can develop personal problems, not directly associated with the employee's job functions, that may adversely affect the employee's job performance and efficiency. These problems may be successfully resolved provided they are identified early and referral is made to the appropriate care and treatment facility. Such problems may involve substance dependency, including alcohol, tobacco, drugs or chemicals; mental or emotional distress; marital or familial problems; or financial or legal problems.

Management and the Union support an Employee Assistance Program (EAP) to aid in identifying such problems and to provide the appropriate referral to a resource able to successfully treat the identified problem. In accordance with the terms and conditions of the agreement between the parties concerning an EAP (Appendix D, attached hereto, and incorporated herein by reference), the City agrees to provide funds to the EAP the Union has established. These funds are to be used (1) to train EAP Committee members to identify the source of personal problems of an employee or members of the employee's family, (2) to identify such problems, (3) to refer an employee or member of the employee's family to appropriate agencies for the treatment of those problems, and (4) to pay operating and administrative costs associated with carrying out these functions. Funds may also be expended to assist the Fire Department in training staff and supervisors concerning the operation of the EAP, and the identification of personal problems.

The City shall pay \$46,523 to the EAP in July and October of 2014. This amount shall increase to \$47,919 for the payments due in January and April of 2015. Effective July 1, 2015, the City shall increase the payment by 3% for an annual contribution of \$197,428 to the EAP in four equal installments of \$49,357. These payments shall be made during the months of July, October, January and April. The above payments to be made by the City shall constitute the City's total commitment to the EAP for the Unit.

The Union agrees to indemnify, defend and hold harmless the City against all claims, demands, suits, including costs of suits and reasonable attorney fees, and/or other forms of liability arising from the implementation of these provisions and the operation of the EAP.

ARTICLE 4.5 FUNERAL EXPENSES

The City shall expend a sum not to exceed \$20,000 for funeral expenses to the heirs of any employee who dies while on active duty from injuries incurred while performing his or her job or who dies as a direct cause of such injuries. This amount includes the amount already available for this purpose in accordance with California State Labor Code Section 4701.

ARTICLE 4.6 TAX SAVINGS ACCOUNTS (HEALTH CARE, DEPENDENT CARE, TRANSPORTATION, PARKING, AND OTHER FLEXIBLE SPENDING ACCOUNTS)

The City agrees to maintain a Tax Savings Account(s), qualified under Internal Revenue Code, for active employees who are members of the Fire and Police Pension system, provided that sufficient enrollment of City employees is maintained to continue to make the Tax Savings Account(s) available. Enrollment in the Tax Savings Accounts is at the discretion of each employee. All contributions into the Tax Savings Account(s) and related administrative fees shall be paid by employees who are enrolled in the plan. The Tax Savings Account plan(s) shall be administered according to the rules and regulations specified for such plans by the Internal Revenue Service. Since these Tax Savings Accounts are subject to the Civilian Flex Benefits Committee, the Union and Tax Savings Account Participants must abide by any policies established by the Committee for management of the Tax Savings Accounts.

5.0 UNIFORM ALLOWANCE

ARTICLE 5.1 UNIFORM ALLOWANCE

The City shall continue to provide a uniform allowance in the sum of \$34.00 biweekly to be used by employees for the acquisition and maintenance of uniform items.

6.0 HOURS OF WORK AND OVERTIME

ARTICLE 6.1 HOURS OF WORK

1. An employee assigned to Platoon Duty shall normally work forty-two (42) twenty-four (24) hour periods on duty in each one hundred and twenty-six (126) calendar day period, account being taken, however, of duly authorized leaves of absence with pay.
2. An employee, except those assigned to Platoon Duty, shall work seven hundred twenty (720) hours in each one hundred and twenty-six (126) calendar day period, account being taken, however, of duly authorized leaves of absence with pay.
3. The City agrees that there will be no mandatory furloughs of Unit employees during the term of this MOU.

ARTICLE 6.2 OVERTIME

The following overtime provisions shall be operative during the term of this MOU:

Employees shall be treated as if covered by the Fair Labor Standards Act ("FLSA"), except as noted in Article 3.7 herein, without prejudice to the parties' position regarding exemptions which may be legally available.

I. Platoon Duty Overtime Compensation

A. The City declares a 7(k) exemption under the FLSA for all eligible employees who are assigned to Platoon Duty. The work period for employees covered by the 7(k) exemption shall be nine (9) shifts in twenty-seven (27) days.

B. Compensation

1. Hours Worked - Defined

Only hours worked shall be credited toward computation of overtime. Hours paid but not worked (e.g. holiday, sick, jury duty, IOD) shall not be considered hours worked. Vacation leave time shall be credited toward hours worked.

2. Platoon Hours Worked In Excess of Regular Schedule Under 204 Hours

When total hours worked in the work period are 204 or less, the hours worked in excess of the regular schedule shall be compensated at the rate of one hour for each hour worked. Such hours shall be compensated by cash, or compensatory time off (CTO) (commonly referred to as "banked time") at the employee's option.

3. Hours Worked Over 204 Hours

Hours worked in excess of 204 hours, whether or not included in the regular schedule, shall be compensated at 1½ times the regular rate, as defined by the FLSA. No employee shall work unauthorized overtime. Under no circumstances may the employee record or maintain hours worked in an informal manner commonly referred to as "TP Time" (informal timekeeping method) or any method inconsistent with established Department policies and procedures. Employees may not work outside of scheduled working hours without prior approval of a supervisor consistent with Department policy. Failure to secure prior approval may result in discipline.

The method of compensation shall be as follows:

- a. Cash or compensatory time off at the employee's option for all hours worked in excess of the regular schedule during the work period shall be compensated at the rate of one hour for each hour worked *plus*
 - b. At the conclusion of the work period, cash for the hours over 204, shall be paid at ½ times the regular rate, except hours which have already been compensated at 1½ time (i.e., emergency recalls and court time).
4. Employees shall be allowed to accrue CTO up to a maximum of 432 hours at the end of any pay period.

In accordance with FLSA, no employee shall lose CTO. Employees shall be permitted to take CTO for overtime worked upon request unless granting such time would “unduly disrupt” the operations of the Department.

5. Notwithstanding the above, compensation for off-duty court appearances and emergency recalls shall be paid by cash payment at 1½ times the regular rate of compensation, for each hour worked regardless of the number of hours worked in the work period.

C. Single Function Paramedics and Metro Fire Communications (Dispatch)

Paramedics in classifications 2112-4, 2112-5, and 2112-6 and firefighters in the Metro Fire Communications Dispatch Center, assigned to Platoon Duty shall fall under the provisions of 7(A) of the Fair Labor Standards Act (FLSA). The work period for those employees covered under the provisions of 7(A) shall be forty (40) hours in seven (7) days.

Overtime is defined as:

1. When total hours worked in the seven day work period are forty (40) or less, the hours worked in excess of the regular work schedule shall be compensated at the rate of one hour for each hour worked, in cash or compensatory time, at the employee's option.
2. Only hours worked shall be credited toward compensation of overtime. Hours paid but not worked (e.g. holidays, vacation, sick, jury duty, IOD, etc.) shall not be considered hours worked.
3. Hours worked in excess of forty (40) shall be compensated at 1½ times the regular rate as defined by the FLSA.

4. The provisions for accrual of banked time, off-duty court appearances and emergency recalls shall be in accordance with 4. and 5. of Section B. above.
5. No employee shall work unauthorized overtime. Under no circumstances may the employee record or maintain hours worked in an informal manner commonly referred to as "TP Time" (informal timekeeping method) or any method inconsistent with established Department policies and procedures. Employees may not work outside of scheduled working hours without prior approval of a supervisor consistent with department policy. Failure to secure prior approval may result in discipline.

II. Special Duty and Inspectors' Overtime Compensation

A. Work Period

The City declares a 7(k) exemption under the FLSA for all Inspectors and employees who are assigned to Special Duty. The work period for such employees shall be 160 hours in a 28-day period, and overtime compensation shall be governed by the provisions of Section B. below. The Department may require employees to change their work schedules (working hours, regular day off (RDO) within the same 28-day FLSA work period during emergencies (e.g. EOC activation) or unforeseen circumstances.

The intent of the process described above is to provide operational effectiveness for emergencies or unforeseen circumstances.

Employees on a four/ten (4/10) or other modified work schedule shall have a designated regular day off (RDO). Temporary changes to RDOs may be permitted subject to the staffing needs of the Department. It is intended that the RDO process provide flexibility to allow the Department and employees the ability to administer and participate in Safety Watches and the Special Duty SOD system. Employees must obtain prior approval of a supervisor to change or work their RDO consistent with F-351 instructions in the Manual of Operation. Failure to secure prior approval may result in discipline.

B. Compensation - 7 (k) exemption

1. Hours Worked - Defined

Only hours worked shall be credited toward computation of overtime. Hours paid but not worked (e.g. holiday, sick, jury duty, IOD) shall not be considered hours worked. Vacation leave time shall be credited toward hours worked.

2. Hours Worked in Excess of Regular Schedule - Under 170 Hours

When total hours worked in the work period are 170 or less, the hours worked in excess of the regular schedule (160 hours) shall be compensated at the rate of one hour for each hour worked. Such hours shall be compensated by cash or compensatory time at the employee's option.

3. Hours Worked Over 170 Hours

Hours worked in excess of 170 hours, shall be compensated at 1½ times the regular rate, as defined by the FLSA. No employee shall work unauthorized overtime. Under no circumstances may the employee record or maintain hours worked in an informal manner commonly referred to as "TP Time" (informal timekeeping method) or any method inconsistent with established Department policies and procedures. Failure to secure prior approval may result in discipline.

The method of compensation shall be as follows:

- a. Cash or compensatory time at the employee's option for all hours worked in excess of the regular schedule during the work period shall be compensated at the rate of one hour for each hour worked *plus*;
- b. At the conclusion of the work period, cash for the hours over 170, shall be paid at ½ times the regular rate, except hours which have already been compensated at 1½ time (e.g., emergency recalls and court time).

4. Hours Worked on Platoon Duty

Special Duty employees who are transferred to Platoon Duty shall be paid at the Platoon Duty straight time rate for such hours worked. Overtime compensation for these employees will be in accordance with Article 6.2 I.B. "Compensation" of the "Platoon Duty Overtime Compensation" provisions.

5. SOD Days Worked on Platoon Duty

Employees assigned to Special Duty who work a SOD day on Platoon Duty shall be paid at the Platoon Duty straight time rate for all such hours worked. In addition to the applicable straight time rate, employees shall receive ½ of the Platoon Duty hourly rate of pay for all such SOD hours worked during the work period in excess of an

aggregate total of 184 hours of work. This overtime amount shall be paid by cash payment.

C. Single Function Paramedics

Paramedics in classifications 2112-4, 2112-5 and 2112-6, assigned to Special Duty shall fall under the provisions of 7(A) of the Fair Labor Standards Act (FLSA).

Overtime is defined as:

1. Single function paramedics on Special Duty shall be compensated at 1½ times their regular rate as defined by FLSA, for all hours worked in excess of forty (40) in a seven-day work period.
2. Hours paid but not worked (e.g. holidays, vacation, sick, jury duty, IOD, etc.) shall not be considered hours worked.
3. No employee shall work unauthorized overtime. Under no circumstances may the employee record or maintain hours worked in an informal manner commonly referred to as "TP Time" (informal timekeeping method) or any method inconsistent with established Department policies and procedures. Employees may not work outside of scheduled working hours or on their RDO without prior approval of a supervisor consistent with department policy. Failure to secure prior approval may result in discipline.

- D. Notwithstanding the above, compensation for off-duty court appearances, emergency recalls and emergency overtime for purposes which could not be anticipated or scheduled in advance, shall be paid by cash payment at 1½ times the regular rate of compensation for each hour worked, regardless of number of hours worked in the work period.

Whenever an Inspector, at the request of the public, is required to perform an emergency inspection after normal business hours, or on weekends or holidays, such Inspector shall receive a minimum payment of four (4) hours at the overtime rate.

- E. A maximum of 160 hours of CTO may be accumulated by Special Duty employees. On occasion, employees and Inspectors may accumulate CTO in excess of 160 hours for a temporary period of time, not to exceed an additional fiscal year.

Supervisors shall ensure that not later than 60 days prior to an employee's anticipated return to Platoon Duty all banked time accrued while on a non-Platoon Duty schedule are taken off, consistent with the F-351 instructions of

the Manual of Operation. However, based on the needs of the Department and with Bureau Commander approval, Special Duty employees and Inspectors may receive either monetary compensation, including FLSA compensation if applicable, for banked time, or carry their balance of hours (converted to Platoon Duty hours) to a Platoon Duty assignment. Employees transferring to Platoon Duty may not be extended or detailed back to Special Duty for the purpose of having the employee exhaust his/her banked time.

In accordance with FLSA, no employee shall lose CTO. Employees shall be permitted to take CTO for overtime worked upon request unless granting such time would "unduly disrupt" the operations of the Department.

III. Conversion of Compensatory Time

Employees may request conversion of banked compensatory time to cash at any time during the year. Such conversion shall be granted subject to the availability of budgeted funds.

Such compensation shall be paid at the regular rate at the time such payment is made. It will not be made during any period in which the regular rate is increased due to special compensation (e.g., court standby or non-regularly assigned bonuses).

This provision shall not preclude the City from converting banked time to cash at any time. Management may require employees to use their CTO in accordance with Article 6.2 II.E.

No employee shall lose banked compensatory time under any circumstances.

IV. Minimum Overtime Payment

Cash payment for overtime, when authorized, will be allowed for an initial period of six minutes or more.

ARTICLE 6.3 COURT TIME

The following provisions will apply for compensation for court appearances outside of the normal duty hours of employees:

A. Basic Compensation

An employee may, at the employee's option, report to court when subpoenaed or remain on call. If the employee chooses to remain on call, it is the employee's responsibility to notify the person designated by the employee's supervisor of where he/she can be reached. The employee does not need to remain at home, but must be reachable by telephone.

1. If the employee reports to court or is called into court while on call, the employee shall receive a minimum of two (2) hours compensation at 1½ times the regular rate of pay and time and one-half pay thereafter for each additional hour of actual attendance at court with the following noon time recess exceptions:

<u>Length of Recess</u>	<u>Amount of Compensation</u>
Forty-five (45) minutes or less	None
Forty-six (46) minutes or more	All time over 46 minutes (in six minute increments)

Note: An employee shall not receive court on-call compensation and court appearance compensation for the same time period.

2. If an employee remains on call and is not required to report to court, the employee shall receive three (3) hours of compensation at 1½ times the regular rate of compensation. Unless notified that their designated on call is terminated, on call hours shall be from 0800 hours to 1600 hours. Such time shall be considered uncontrolled standby time and therefore not hours worked. Payment for such time shall be included when calculating the regular rate of pay for overtime purposes.

B. Exception to the Two (2) Hour Minimum for Court Appearances

Notwithstanding the above provisions, the two (2) hour minimum will not apply in the following situations:

1. Court appearances or on-call status commencing two (2) hours or less before the employee's assigned shift.
2. Court appearances commencing two (2) hours or less after the employee's assigned shift.
3. Court appearances or on-call status that begins during an employee's assigned shift and terminate after the assigned shift.

Compensation for the three conditions listed above will be as follows:

Condition - Amount of Compensation

- B.1. Compensation for the actual time between the commencement of the court appearance or on-call status and the beginning of the employee's assigned

shift with the same noon recess provisions as outlined in Section A(1) of this Article.

B.2. Compensation for the actual time between the end of the employee's assigned shift and the termination of the court appearance with the same noon recess provisions as outlined in Section A(1) of this Article.

B.3. Compensation for the actual time between the end of the employee's assigned shift and the termination of the court appearance or on-call status with the same noon recess provisions as outlined in Section A(1) of this Article.

C. Compensation for Board of Rights Appearances

Whenever an employee is required to appear before a Board of Rights or State or local Administrative Board outside of his/her assigned work schedule, such employee shall receive a minimum of three (3) hours of compensation at 1½ times the regular rate of pay and straight time for each additional hour of actual attendance before the Board.

ARTICLE 6.4 OFF-DUTY SAFETY WATCHES

In accordance with Section 7(p)(l) of the FLSA, off-duty safety watches are not hours worked for the City. Payments made by the City to its employees for the convenience of independent employers do not affect the rate of pay for purposes of computing overtime worked for the City.

Safety watches shall be paid at 1½ times the rates of compensation in the appropriate Appendix for each hour worked except, however, an employee who reports for a scheduled safety watch shall receive a minimum payment of four (4) hours at such rate.

An employee who is scheduled for an off-duty safety watch and is notified of the cancellation of the safety watch prior to reporting for duty but less than four (4) hours prior to the commencement of the safety watch shall receive two (2) hours of pay at 1½ times the rates of compensation in the appropriate Appendix.

ARTICLE 6.5 SHOW-UP PAY

Whenever an employee reports to duty either from home or another work location for overtime duty that has been canceled, he/she shall receive a minimum payment of four (4) hours of straight time compensation, unless previously notified of the cancellation. (Cancellation phone calls should normally be at least four (4) hours in advance and not normally be made between 2230 and 0630 hours).

Payment under this Article shall not be counted as hours worked nor affect the regular rate of pay.

7.0 ARSON SECTION

ARTICLE 7.1 ARSON SECTION

- I. At the sole discretion of the Fire Chief, Investigators assigned to the Arson Section may be assigned to either Special Duty or Platoon Duty work schedules. Investigators assigned to Special Duty will normally be assigned to a 4/10 work schedule, subject to the staffing needs of the Section.
- II. Employees in the classes of Firefighter or Fire Captain who are assigned to the Arson Section, in addition to any other compensation authorized herein, shall receive additional compensation each month conditional upon qualifying in pistol or revolver shooting in accordance with the rules adopted by the Board of Fire Commissioners. Upon certification by said Board to the City Controller, any such employee shall be entitled to receive additional compensation as set forth below:

<u>GRADE</u>	<u>RANGE</u>	<u>SCORE</u>	<u>BONUS</u>
MARKSMAN	SHERIFF'S	240 - 259	\$ 4.00 biweekly
	LAPD	300 - 339	\$ 4.00 biweekly
SHARPSHOOTER	SHERIFF'S	260 - 274	\$ 8.00 biweekly
	LAPD	340 - 379	\$ 8.00 biweekly
EXPERT	SHERIFF'S	275 - 287	\$16.00 biweekly
	LAPD	380 - 400	\$16.00 biweekly
DISTINGUISHED EXPERT	SHERIFF'S	290 - 300 for 4 mos.	\$32.00 biweekly
	LAPD	385 avg. for 6 mos.	\$32.00 biweekly

Such additional compensation shall be continued only while such employee is assigned to the Arson Section, but shall not extend beyond a period of one year following the date of qualification and shall then cease, provided that after a lapse of one year from the date of qualification, an employee shall be allowed to re-qualify and receive additional compensation accordingly. An employee who qualifies in a lower grade may re-qualify at any time in a higher grade and be paid accordingly. No employee shall at any time receive additional compensation for more than one grade.

- III. Notwithstanding Article 6.2, Overtime, members of the Arson Section who have been determined by the Department of Labor to be law enforcement personnel in accordance with 29 C.F.R. Sec. 553.211(a) shall be subject to the following overtime practices.
 - A. Platoon Duty Overtime Compensation

Work Period - The work period for employees assigned to Platoon Duty shall be nine (9) shifts in twenty-seven (27) days.

Overtime Defined - When total hours worked in this period are 165 or less, the hours in excess of the regular work schedule shall be compensated at the rate of one hour for each hour worked, in cash or compensatory time, at the employee's option.

Only hours worked shall be credited toward computation of overtime, Hours paid but not worked (e.g. holiday, vacation, sick, jury duty, IOD etc.) shall not be considered hours worked.

Hours worked in excess of 165 hours shall be compensated at 1½ times the regular rate as defined by the FLSA.

B. Special Duty Overtime Compensation

The provisions of Article 6.2 pertaining to Special Duty employees shall be applicable to employees assigned to the Arson Section, with the following exceptions: (1) employees who work a SOD day on Platoon Duty shall receive, in addition to the applicable straight time rate, one-half of the Platoon Duty hourly rate of pay for all such SOD hours worked during the work period in excess of an aggregate total of 171 hours of work; and (2) hours paid but not worked, (e.g. holiday, vacation, sick, jury duty, IOD etc.) shall not be considered hours worked.

All employees of the Arson Section shall continue to be governed by the provisions of Article 6.2 concerning methods of compensation, compensation for off-duty court appearances, emergency recalls and emergency overtime, accrual limitations, and conversion of compensatory time.

- IV. In addition to any other compensation to which they are entitled, employees assigned as dog handlers in the arson unit shall be entitled to an additional twenty (20) hours of compensation per work period as specified in Article 6.0 for the purposes of feeding and care of the city-owned dog(s).

8.0 SALARIES

ARTICLE 8.1 SALARY STEP PLACEMENT UPON REVERSION

Whenever an employee reverts to one of the Civil Service classes in the Fire series, if at the time the employee last occupied that class the employee was receiving compensation at the highest salary step, that employee shall again be assigned to the highest salary step upon reversion. Nothing herein shall preclude the Department from removing that employee from the highest salary step through the normal procedures if that employee's service subsequent to the reversion is unsatisfactory.

ARTICLE 8.2 SALARY STEP ADVANCEMENT

Salary step advancement shall be pursuant to LAAC Section 4.159.

Notwithstanding LAAC Section 4.159(b), any employee promoted to a higher class or assigned to a higher pay grade within the class to which he/she was appointed shall be advanced to the lowest rate of the salary schedule for the higher class or pay grade, or the rate of compensation next higher to that received by him/her prior to such promotion, whichever is the greater. If the employee is entitled to a step advancement pursuant to LAAC Section 4.159(a)(5) on the same day as such promotion or assignment, the step advancement shall be considered to have occurred prior to such promotion or assignment. If such employee prior to promotion or assignment is regularly assigned to receive Special or Hazard Pay as provided in Article 8.3 of this MOU, or any other regularly assigned bonus or premium amount, his/her salary rate prior to promotion or assignment shall be deemed to be the rate which he/she is receiving including such salary premium.

ARTICLE 8.3 SPECIALIST PAY

Whenever the Fire Chief assigns employees in the following described classes and pay grades to those duties set forth below, the employees shall receive an additional increment of salary while so assigned. Such additional increment of salary, over and above the compensation attached to the class and pay grade, shall be paid only while an employee is regularly assigned, unless otherwise indicated.

I. SPECIAL PAY (Pension Based)

A. Emergency Medical Technician

Employees shall be assigned the responsibility of acting as primary responders to emergency medical incidents on either an ambulance or fire apparatus. An employee shall be expected to be trained and certified, and to maintain at minimum a local accreditation and State certification as an EMT-1. Employees who satisfactorily maintain a local accreditation and State license as EMT/Paramedics shall be exempt from this requirement.

An employee (with the exception of Firefighter II's) shall receive premium pay in the amount of \$125.00 biweekly for Firefighter III's and \$115.00 biweekly for all other classifications for maintenance of the EMT-1 or EMT-P certification.

The Department will provide primary certification and re-certification training to all employees. Should any employee fail the primary EMT certification or EMT re-certification test, the EMT bonus shall be withheld or discontinued immediately until such time as he/she obtains certification. Additionally, any employee who allows his/her EMT certification to expire (excluding employees off long-term due to illness/injury or as a result of class

cancellation by the Department) shall have the EMT bonus terminated at the beginning of the pay period following the certificate's expiration date. The bonus will be reinstated at the beginning of the pay period following the date of re-certification.

Employees off long-term shall obtain EMT certification or re-certification within two months of the return to duty date. Failure to obtain EMT certification or re-certification within two months will result in the loss of the EMT bonus. Note: Extensions to the two-month period shall be granted by the Employee Relations Officer as required in the event that training classes are cancelled or are not available.

B. Language

In accordance with LAAC Section 4.170, whenever the Fire Chief assigns an employee to duties requiring that they converse fluently in a language other than English, the employee shall receive bilingual premium pay at the rate of 2.75% of salary.

In accordance with LAAC Section 4.170, whenever the Fire Chief assigns an employee to duties requiring that they converse, interpret and write a language other than English, the employee shall receive bilingual premium pay at the rate of 5.5% of salary.

In lieu of the above, employees assigned to Metro Fire Communications who communicate with the public in a language other than English, shall receive premium pay of \$275.00 biweekly.

C. Paramedic

1. Employees in the following classes and pay grades who are required to maintain a Paramedic license and are regularly assigned to an authorized paramedic position shall receive additional compensation as follows:

2112-2	Firefighter II	Schedule 4
2112-3	Firefighter III	Schedule 5

Should any employee who is receiving the paramedic bonus under this section fail to maintain his/her paramedic certification, the above compensation shall be withheld until such time as he/she obtains certification and is reassigned to an authorized paramedic position.

2. Firefighters who are not regularly assigned to an authorized paramedic position shall be paid \$4.00 per hour for actual hours worked in a paramedic position.

3. Each June 30 during the term of this MOU, licensed Paramedics in ranks other than Firefighter who have maintained a Paramedic license and local accreditation during the preceding year shall receive a \$600 bonus as long as they have been compensated for no more than 288 hours under paragraph 2 above.
4. Fire Captains in the following class, 2142-1, when regularly assigned to a position requiring a Paramedic license, shall be eligible to receive assignment pay of \$220.00 biweekly. These employees shall not be eligible for the \$600 bonus specified in paragraph 3 above.
5. Fire Captains who are regularly assigned as EMS Battalion Captains, regardless of whether they are dual function or single function paramedics, are in classification 2142-3 and shall be compensated under Schedule 9.

D. K-9 Dog Search Specialists

Effective the first pay period following adoption of this MOU, employees assigned as dog handlers shall be entitled to an additional twenty (20) hours of compensation at the rate of straight time per work period for the purposes of feeding and care of the dog(s). The term "work period" shall be defined as specified in Article 6.0.

E. Additional regularly assigned bonuses

1. Firefighter III (2112-3)

- | | | |
|----|---|-------------------|
| a. | Disaster Preparedness | \$160.00 biweekly |
| b. | EMT Instructor
(licensed paramedic only) | \$530.00 biweekly |
| c. | EMT Instructor with 2 or more years
continuous service | \$620.00 biweekly |
| d. | Hydrant Planning | \$160.00 biweekly |
| e. | Metro Fire Communications Dispatcher
(less than 2 years continuous service)* | \$ 80.00 biweekly |
| f. | Metro Fire Communications Dispatcher
(2 or more years continuous service)* | \$160.00 biweekly |
| g. | Metro Fire Communications Dispatcher | |

- (4 or more years continuous service)* \$250.00 biweekly
- h. Public Service Officer \$300.00 biweekly
- i. Recruitment Unit \$160.00 biweekly
- j. Safety Education \$160.00 biweekly
- k. SCUBA (regularly assigned or detailed) \$160.00 biweekly
- l. Emergency Incident Technician \$200.00 biweekly

* An employee who leaves an assignment as a Metro Fire Communications Dispatcher and returns to such assignment within five years shall be restored to the salary bonus level occupied when previously assigned. Employees placed in accordance with this provision must complete a continuous two-year period to qualify for the next applicable bonus level.

2. Engineer (2131)

- a. Test Pit \$200.00 biweekly

3. Fireboat Mate (5125)

- a. Supervising Officer \$400.00 biweekly

4. Captain I (2142-1)

- a. Metro Fire Communications
(2 or more years of service at OCD) \$115.00 biweekly
- b. Metro Fire Communications
(4 or more years of service at OCD) \$220.00 biweekly

5. Captain II (2142-2)

- a. Bureau Liaison Officer, Emergency Services
(Licensed paramedic) \$240.00 biweekly
- b. Planning Section
(Licensed paramedic) \$240.00 biweekly
- c. Medical Liaison Unit
(Licensed paramedic) \$240.00 biweekly

II. HAZARD PAY (Pension Based)

A. Hazardous Materials

An employee who has been trained and certified as a Hazardous Materials Specialist and/or Technician and who is assigned to a Hazardous Materials Response Unit or a Fire Station where a Hazardous Materials Task Force is assigned, or is assigned to the CBRNE/WMD Unit on a full-time basis to provide Hazardous Materials training and oversight, shall receive premium pay of \$170.00 biweekly.

B. Urban Search and Rescue

An employee working on a US&R Company, or assigned to a US&R Task Force or a Fire Station where a US&R Task Force is assigned, or is assigned to the US&R Unit and provides US&R training and oversight on a full-time basis, who is certified in Confined Space Rescue Operational, Trench Rescue, Technical Rope Rescue and Rescue Systems and/or courses mandated by the State and/or NFPA 1670, shall receive \$170.00 biweekly.

C. Heavy Rescue

Employees working on the Heavy Rescue who are certified in Confined Space Rescue Operational, Trench Rescue, Technical Rope Rescue and Rescue Systems and/or courses mandated by the State and/or NFPA 1670 shall receive \$170.00 biweekly.

D. Helitac

An employee in the following class and pay grade who is Helitac certified and regularly assigned to Helitac duties shall receive premium pay as follows:

2112-3	Firefighter III	\$160.00 biweekly
2121	Apparatus Operator	\$200.00 biweekly
2131	Engineer	\$200.00 biweekly
2142-1	Captain I	\$115.00 biweekly

E. Additional regularly assigned bonuses

1. Firefighter III (2112-3)

- a. Arson Trainee \$160.00 biweekly
- b. Arson Investigator
(1 or more years of continuous service) \$350.00 biweekly

- c. Arson Investigator
(2 or more years of continuous service) \$620.00 biweekly
- d. Arson Investigator – Dog Handler
(2 or more years of continuous service) \$830.00 biweekly
- e. Heavy Tractor Operator \$530.00 biweekly
- f. Senior Arson Investigator \$830.00 biweekly

2. Inspector I & II (2128-1, 2128-2)

- a. Hazardous Materials Response Unit* \$205.00 biweekly

*Incumbents in the class of Fire Inspector who, as of April 9, 2007, were receiving Hazard Pay for assignment to a Hazardous Materials Response Unit, shall continue to receive such pay as long as they occupy their current position. However, it is agreed that when vacated, these positions will no longer qualify for this Hazard Pay and that the only compensation for "Haz Mat" assignments shall be in accordance with Section II.A. above.

3. Captain II (2142-2)

- a. Air Operations \$120.00 biweekly

III. SPECIAL PAY (Non-pension based)

A. Special Duty Bonus

Incumbents in the class of Firefighter, Apparatus Operator, Engineer or Captain, who are assigned to Special Duty and an Incident Management Team (IMT), and were receiving the IMT bonus on April 9, 2007, will continue to receive additional compensation under this provision. As of April 9, 2007, employees assigned to Special Duty who have successfully completed classroom instruction in Intermediate ICS (I-300) and Advanced ICS (I-400) or three (3) NWCG classes (300-level or higher) in the Plans Section and/or Logistics Section disciplines shall receive additional compensation of \$115.00 biweekly under this provision. Such compensation shall not be included in the pension base.

B. Drill Tower Instructors

Effective the first pay period following adoption of this MOU, employees shall receive additional compensation of \$160.00 biweekly when they are assigned as Drill Tower Instructors.

IV. HOURLY ASSIGNMENT PAY (Non-pension based)

- A.** Helitac – A Captain II certified to perform Helitac duties shall receive an additional \$.50 per hour for those days during which such duties are performed.
- B.** Swift Water Rescue - Up to 16 employees per 12-hour shift who are assigned to Swift Water Rescue Teams during predicted storms shall receive an additional \$2.00 per hour during such assignment. Additional compensation of \$2.00 per hour shall be paid to any employee who is required to enter the water to perform a rescue, for the entire shift in which such rescue occurs.

ARTICLE 8.4 SALARIES

The operative dates of the salaries in the Appendices are as follows:

Appendix B-1	July 1, 2014
Appendix C-1	June 28, 2015

ARTICLE 8.5 LONGEVITY PAY

Longevity pay shall be paid to Firefighters pursuant to Appendix A and shall be pensionable.

Longevity pay shall continue upon the initial notice of unsatisfactory service of a Firefighter. A Firefighter will be allowed to continue to receive longevity pay for a period of six (6) months following an initial notice of unsatisfactory service. If during the six-month period, the Firefighter does not achieve a satisfactory standard of service, the Fire Chief shall certify to the City Controller that the employee's service is unsatisfactory and the payment of longevity pay for the employee will cease until such time as the Fire Chief again certifies that the employee has achieved a satisfactory standard of service.

The longevity rates shall be operative on the date set forth in Appendix A.

ARTICLE 8.6 EDUCATION INCENTIVE

I. 1% - Associate's Degree or Certificate

- A. Employees receiving a 1% educational incentive prior to July 1, 2007, will continue to receive the incentive.
- B. Employees who were not receiving an educational incentive prior to July 1, 2007, will be eligible to receive the 1% educational incentive upon presentation of an Associate's (AA or AS) Degree from a recognized educational institution or presentation of a certificate of completion in one of the following categories:
 - Completion of the requisite course work and receipt of a California State Fire Marshal Certification for "Plans Examiner" or "Fire Officer."
 - Completion of the requisite course work and practical experience per NWCG, CWGG or NFPA and receipt of a "Red Card" certification as an Incident Command System "Unit Leader" or "Section Chief."
 - Valid paramedic license (upon completion of probation only).

Note: Loss of a paramedic license or certification, causing the employee to be unable to provide paramedic service (excluding employees off long-term due to illness/injury), shall immediately terminate the 1% education bonus until such time as the employee's license and/or certification are restored. Employees off long-term due to illness/injury shall obtain certification within six months of the return to duty date. Failure to obtain certification within six months will result in the loss of the education incentive.

II. 3% - Bachelor's Degree

- A. Employees receiving a 3% educational incentive prior to July 1, 2007, will continue to receive the incentive.
- B. Employees who were not receiving an educational incentive prior to July 1, 2007, will be eligible to receive the 3% educational incentive upon presentation of a Bachelor of Arts (BA) or Bachelor of Sciences (BS) degree from a recognized educational institution.

The effective date of the bonus shall be the beginning of the subsequent payroll period following proof of the degree or certification being submitted to the Department by the employee.

Note: The 1% or 3% educational incentive shall be calculated on regular base pay (as listed in Appendices B-1 or C-1) **plus** any Special or Hazard Pay listed in Article 8.3 I.C., I.D., II.A. II.B., II.C., II.D., II.E., and III.A. only.

ARTICLE 8.7 SALARY OVERPAYMENTS

In the event an employee is erroneously overpaid by the City, the employee will be notified in writing of the amount of the overpayment and will be provided with an explanation of the circumstances which led to the overpayment. The notification will also contain a proposed repayment schedule and shall give the employee a specific period of time to dispute the overpayment or request an alternative repayment schedule. Any such alternative repayment plan must be acknowledged in writing by the employee and the authorized Department representative. If the employee does not dispute the overpayment or request an alternative repayment schedule in the specified time period, the Department will commence payroll deductions to recoup the amount of the overpayment in accordance with the proposed repayment schedule. The biweekly deduction amounts shall not exceed the biweekly amounts that were overpaid to the employee unless the employee agrees in writing to an increased amount. (For example, if an employee was overpaid \$50 biweekly, the repayment will occur at a rate of no more than \$50 biweekly).

ARTICLE 8.8 ACTING PAY ASSIGNMENTS

Absence at Higher Level Position (Special Duty and Inspectors Only)

Whenever the Department assigns an employee to perform the full range of duties of a higher level position due to the temporary absence of the higher level incumbent, such employee shall become eligible for additional compensation upon completion of a qualifying period of ten (10) consecutive working days in such assignment at his/her regular rate of compensation. The Department shall not divide or alternate the assignment of higher level duties during the qualifying period for the purpose of avoiding additional pay. Such additional compensation, as described in this Article, shall begin on the eleventh (11th) consecutive working day in such assignment. For employees assigned to a modified work schedule, such as 9/80 or 4/10, compensation shall begin on the next day following the completion of eighty (80) consecutive hours of assignment. For employees assigned to platoon duty, compensation shall begin on the next day following the completion of three (3) consecutive shifts.

Approved leave time off taken during a qualifying period shall extend the qualifying period by the length of absence. All other absences shall constitute a disqualifying break in the qualifying period requirement, necessitating the initiation and completion of a new qualifying period.

Each subsequent acting assignment following the employee's return to his/her regular assignment, shall require completion of a new qualifying period, except when the Department reassigns the same employee to the same acting assignment due to the absence of the regular incumbent within the same fiscal year. In such cases, the employee shall become eligible for such compensation on the first day of the reassignment.

Vacant Higher Level Position

Whenever the Department assigns an employee on a temporary basis to perform the full range of duties of a vacant higher level position, such employee shall become eligible for additional compensation on the first day of said assignment. In the event that said assignment exceeds thirty (30) consecutive calendar days, the Department shall initiate action to appoint a qualified employee to said position.

Compensation

An employee qualifying for additional compensation as stated above shall receive salary at 5.5% above the appropriate step rate of the salary range prescribed for his/her class, for each day on duty (present for 50% or more of the work day) in an acting assignment. However, the maximum pay rate for such duty shall be limited to the top step of the salary range that has been established as compensation for the higher level position to which the employee has been assigned.

The selection and/or de-selection of employees to serve in an "acting" capacity shall be final and conclusive and shall not be subject to the grievance procedure herein.

9.0 HEALTH AND SAFETY

ARTICLE 9.1 MANDATORY POST INCIDENT INVESTIGATIONS

The Department shall conduct a timely and thorough post incident investigation every time there is a death or serious injury to an employee at work, or there is a near miss. The term "serious injury" means an injury requiring hospital admission. The term "near miss" means an event that occurs in the work environment and reasonably could have, but did not, result in a death or serious injury due to good fortune and/or proper operation of safety devices or equipment.

A Union representative designated by UFLAC shall be immediately incorporated as a full member of the post investigation process.

ARTICLE 9.2 PERSONAL EXPOSURE REPORTING

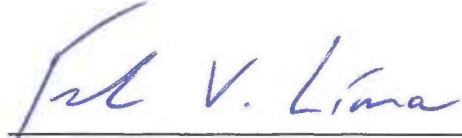
Tracking exposure is an important part of employee wellness, fitness, and longevity. The Department and UFLAC shall enroll employees annually in the Personal Exposure Recording (PER) system provided by the California Professional Firefighters (CPF).

Annual funding for the program shall be drawn from the Department's California Firefighter Joint Apprenticeship Committee (CFF-JAC) account as the first and only obligatory expenditure. If there are not sufficient funds in the CFF-JAC account to make the annual payment, the Department and UFLAC shall meet and confer on how to maintain the program.

All other CFF-JAC expenditures shall be agreed upon by the Department and UFLAC in writing and shall be made in accordance with current and long standing CFF-JAC procedures.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year above written.

FOR UFLAC, LOCAL 112:



Franklin V. Lima, President



Anthony A. Gamboa, Vice President

David Riles

David Sifuentes

Ted E. Nonini


Diana Igawa

Kurt Stable

David N. Pimentle

Steve Tufts

FOR THE CITY:



Miguel A. Santana
City Administrative Officer



Ralph M. Terrazas, Fire Chief

AS TO FORM:



Jay S. Roscatter
City Attorney's Office

10-31-14

Date

APPENDIX A
Operative July 1, 2014

- (a) The following classes of positions and pay grades thereof are hereby authorized in the Fire Department:

<u>Code</u>	<u>Class and Pay Grade</u>	<u>Schedule</u>
2121	Apparatus Operator	5
2131	Engineer Fire Department	5
5125	Fireboat Mate	5
5127	Fireboat Pilot	8
2112-1	Firefighter I	A
2112-2	Firefighter II	1
2112-3	Firefighter III	2
2112-4	Firefighter III	5
2112-5	Firefighter III	5
2112-6	Firefighter III	5
3563-1	Fire Helicopter Pilot I	5
3563-2	Fire Helicopter Pilot II	6P
3563-3	Fire Helicopter Pilot III	8P
3563-4	Fire Helicopter Pilot IV	9P
3563-5	Fire Helicopter Pilot V	10P
2128-1	Fire Inspector I	6
2128-2	Fire Inspector II	7
2142-1	Fire Captain I	8
2142-2	Fire Captain II	9
2142-3	Fire Captain I	9

- (b) Notwithstanding Section 4.159(a) of the Los Angeles Administrative Code, initial appointment in the Fire Service of any person hired under temporary training provisions established by the Civil Service Commission (CSC Rule 5.30) for the class of Firefighter (Code 2112) shall be to Firefighter I, Schedule A. Any Firefighter I, who completes training, shall be advanced to Firefighter II at the first step of Schedule 1, except as hereinafter provided.
- (1) Any person appointed to Firefighter II, who has completed 60 semester units (or 90 quarter units) of credit from an accredited college or university pertinent to the occupation involved, upon recommendation of the appointing authority and approval of the General Manager of the Personnel Department, shall receive salary at the second step of the salary range for Schedule 1.
 - (2) A person appointed to Firefighter II, who has had acceptable service in the Fire Department of another public agency, or who is re-appointed to the class of Firefighter and has had previous acceptable service as an employee of the Fire Department, shall receive a salary at a step rate of Schedule 1

determined in accordance with the foregoing Sections plus one step for each two years of such service, but not higher than the fourth step of Schedule 1. To be acceptable, such service must be approved by the General Manager of the Fire Department and the General Manager of the Personnel Department.

- (3) Any person who completes six months or more service as a Firefighter II shall, at the beginning of the pay period immediately following such completion, be advanced in pay to the next higher step in the range for Schedule 1. Thereafter advancements in salary shall be made automatically step by step at the beginning of the pay period following completion of each year of aggregate active service in the class and pay grade in which the employee is employed to the maximum step rate within the salary schedule prescribed for his/her class and pay grade, subject to the provisions of Subsection (e) of Section 4.159 of the Los Angeles Administrative Code.
- (4) Except as provided in Paragraph 3, advancement in the salary rate of an employee shall be made automatically at the beginning of the pay period following completion of one year of aggregate active service at each step rate until salary is received at the maximum step rate within the salary schedule prescribed for the employee's class and pay grade.
- (c) Notwithstanding Los Angeles Administrative Code Section 4.159(a) (4) and Article 8.2 this Memorandum of Understanding (MOU), for employees hired after July 1, 1990, any Firefighter II advanced to Firefighter III shall be placed on the step rate of Firefighter III that provides compensation equal to that received prior to such advancement. Assignment and/or performance bonuses shall not be considered in the determination of salary step placement.
- (d) Notwithstanding Los Angeles Administrative Code Section 4.159(e), effective July 1, 1990, Step 6 shall be considered as the merit step.
- (e) Biweekly Longevity Compensation for Firefighters

Effective July 1, 2014, the following compensation shall be provided to eligible Firefighters (2112-3).

Firefighters who had previous service as a Paramedic shall receive longevity compensation based upon aggregate years of service as a Firefighter and service of one or more years as a Paramedic immediately prior to their appointment to the class of Firefighter.

10 years & less than 15 years	\$90 biweekly
15 years & less than 20 years	\$180 biweekly
20 years & over	\$270 biweekly

Effective at the beginning of the first pay period following ratification of this MOU, the above longevity amounts will be increased as follows:

10 years & less than 15 years	\$95 biweekly
15 years & less than 20 years	\$190 biweekly
20 years & over	\$285 biweekly

APPENDIX B-1

FIREFIGHTERS UNIT - SALARY SCHEDULES

Operative Date: July 1, 2014

SCHEDULE			1	2	3	4	5	6
A	Firefighter I 2112-1	Regular Pay						
		BW	\$2,275.20					
		MO	\$4,948.56					
		YR	\$59,382.72					
1	Firefighter II 2112-2	Regular Pay						
		BW	\$2,395.20	\$2,524.00	\$2,668.00	\$2,810.40	\$2,977.60	\$3,148.00
		MO	\$5,209.56	\$5,489.70	\$5,802.90	\$6,112.62	\$6,476.28	\$6,846.90
		YR	\$62,514.72	\$65,876.40	\$69,634.80	\$73,351.44	\$77,715.36	\$82,162.80
2	Firefighter III 2112-3	Regular Pay						
		BW		\$2,668.00	\$2,810.40	\$2,977.60	\$3,148.00	\$3,321.60
		MO		\$5,802.90	\$6,112.62	\$6,476.28	\$6,846.90	\$7,224.48
		YR		\$69,634.80	\$73,351.44	\$77,715.36	\$82,162.80	\$86,693.76
4	Firefighter II Paramedic 2112-2	Regular Pay						
		BW		\$2,977.60	\$3,148.00	\$3,321.60	\$3,504.00	\$3,702.40
		MO		\$6,476.28	\$6,846.90	\$7,224.48	\$7,621.20	\$8,052.72
		YR		\$77,715.36	\$82,162.80	\$86,693.76	\$91,454.40	\$96,632.64
5	Firefighter III 2112-4 2112-5 2112-6	Regular Pay						
		BW			\$3,321.60	\$3,504.00	\$3,702.40	\$3,911.20
		MO			\$7,224.48	\$7,621.20	\$8,052.72	\$8,506.86
		YR			\$86,693.76	\$91,454.40	\$96,632.64	\$102,082.32
	Apparatus Op. 2121							
	Engineer 2131							
	Helicopter Pilot I 3563-1							
	Fireboat Mate 5125							

APPENDIX B-1

FIREFIGHTERS UNIT - SALARY SCHEDULES

Operative Date: July 1, 2014

SCHEDULE				1	2	3	4	5	6
6	Fire Inspector I 2128-1	Regular Pay	BW				\$3,702.40	\$3,911.20	\$4,131.20
			MO				\$8,052.72	\$8,506.86	\$8,985.36
			YR				\$96,632.64	\$102,082.32	\$107,824.32
6P	Helicopter Pilot II 3563-2	Regular Pay	BW				\$3,727.20	\$3,938.40	\$4,159.20
			MO				\$8,106.66	\$8,566.02	\$9,046.26
			YR				\$97,279.92	\$102,792.24	\$108,555.12
7	Fire Inspector II 2128-2	Regular Pay	BW				\$3,911.20	\$4,131.20	\$4,362.40
			MO				\$8,506.86	\$8,985.36	\$9,488.22
			YR				\$102,082.32	\$107,824.32	\$113,858.64
8	Fire Captain I 2142-1 Fireboat Pilot 5127	Regular Pay	BW				\$4,131.20	\$4,362.40	\$4,604.80
			MO				\$8,985.36	\$9,488.22	\$10,015.44
			YR				\$107,824.32	\$113,858.64	\$120,185.28
8P	Helicopter Pilot III 3563-3	Regular Pay	BW				\$4,337.60	\$4,580.00	\$4,835.20
			MO				\$9,434.28	\$9,961.50	\$10,516.56
			YR				\$113,211.36	\$119,538.00	\$126,198.72
9	Fire Captain II 2142-2 Fire Captain I 2142-3	Regular Pay	BW				\$4,362.40	\$4,604.80	\$4,856.00
			MO				\$9,488.22	\$10,015.44	\$10,561.80
			YR				\$113,858.64	\$120,185.28	\$126,741.60
9P	Helicopter Pilot IV 3563-4	Regular Pay	BW				\$4,564.80	\$4,819.20	\$5,082.40
			MO				\$9,928.44	\$10,481.76	\$11,054.22
			YR				\$119,141.28	\$125,781.12	\$132,650.64
10P	Helicopter Pilot V 3563-5	Regular Pay	BW				\$4,701.60	\$4,958.40	\$5,232.00
			MO				\$10,225.98	\$10,784.52	\$11,379.60
			YR				\$122,711.76	\$129,414.24	\$136,555.20

FIREFIGHTERS UNIT - BONUS SUMMARY

Operative Date: July 1, 2014

	DESCRIPTION	AMOUNT
ELIGIBLE UNIT MEMBERS (see MOU provisions for eligibility)	Bilingual bonus - speaking	2.75%
	Bilingual bonus - speaking, reading	5.5%
	Education Bonus 1%	1%
	Education Bonus 3%	3%
	Haz Mat Specialist or Technician	\$170 biweekly
	Heavy Rescue certified and assigned	\$170 biweekly
	IMT Team and Special Duty	\$115 biweekly
	Marksmanship - Marksman	\$4 biweekly
	Marksmanship - Sharpshooter	\$8 biweekly
	Marksmanship - Expert	\$16 biweekly
	Marksmanship - Distinguished Expert	\$32 biweekly
	OCD Bilingual	\$275 biweekly
	Uniform Allowance	\$34 biweekly
	US&R Company or Task Force	\$170 biweekly
FIREFIGHTER II 2112-2	Emergency Medical Technician	\$115 biweekly
	Paramedic	Schedule 4
FIREFIGHTER III 2112-3	Arson Dog Handler more than 2 years	\$830 biweekly
	Arson Investigator more than 1 year	\$350 biweekly
	Arson Investigator more than 2 years	\$620 biweekly
	Arson Investigator Trainee	\$160 biweekly
	Disaster Preparedness	\$160 biweekly
	Emergency Incident Technician	\$200 biweekly
	Emergency Medical Technician	\$125 biweekly
	EMT Instructor	\$530 biweekly
	EMT Instructor more than 2 years	\$620 biweekly
	Heavy Tractor Operator	\$530 biweekly
	Helitac Certified and assigned	\$160 biweekly
	Hydrant Planning	\$160 biweekly
	Longevity 10 years	\$90 biweekly
	Longevity 15 years	\$180 biweekly
	Longevity 20 years	\$270 biweekly
	OCD Dispatcher less than 2 years	\$80 biweekly
	OCD Dispatcher more than 2 years	\$160 biweekly
	OCD Dispatcher more than 4 years	\$250 biweekly
	Paramedic	Schedule 5
	Public Service Officer	\$300 biweekly
Recruitment Unit	\$160 biweekly	
Safety Education	\$160 biweekly	
SCUBA - regularly assigned or detailed	\$160 biweekly	
Senior Arson Investigator	\$830 biweekly	
FIREFIGHTER III 2112-4	Emergency Medical Technician	\$125 biweekly
FIREFIGHTER III 2112-5	Emergency Medical Technician	\$125 biweekly
FIREFIGHTER III 2112-6	Emergency Medical Technician	\$125 biweekly

Appendix B-2

FIREFIGHTERS UNIT - BONUS SUMMARY
Operative Date: July 1, 2014

DESCRIPTION		AMOUNT
APPARATUS OPERATOR 2121	Emergency Medical Technician	\$115 biweekly
	Helitac certified-regularly assigned	\$200 biweekly
ENGINEER 2131	Emergency Medical Technician	\$115 biweekly
	Helitac certified-regularly assigned	\$200 biweekly
	Test Pit	\$200 biweekly
INSPECTOR I 2128-1	Emergency Medical Technician	\$115 biweekly
	Haz Mat Response Unit	\$205 biweekly
INSPECTOR II 2128-2	Emergency Medical Technician	\$115 biweekly
	Haz Mat Response Unit	\$205 biweekly
FIREBOAT MATE 5125	Emergency Medical Technician	\$115 biweekly
	Supervising Officer	\$400 biweekly
FIREBOAT PILOT 5127	Emergency Medical Technician	\$115 biweekly
FIRE HELICOPTER PILOT 3563-1 thru 3563-5	Emergency Medical Technician	\$115 biweekly
CAPTAIN I 2142-1	Emergency Medical Technician	\$115 biweekly
	Helitac certified-regularly assigned	\$115 biweekly
	OCD more than 2 years	\$115 biweekly
	OCD more than 4 years	\$220 biweekly
	Paramedic	\$220 biweekly
CAPTAIN I 2142-3	Emergency Medical Technician	\$115 biweekly
CAPTAIN II 2142-2	Air Operations	\$120 biweekly
	Emergency Medical Technician	\$115 biweekly
	Emergency Service Liaison - Paramedic	\$240 biweekly
	Medical Liaison - Paramedic	\$240 biweekly
	Planning Section - Paramedic	\$240 biweekly

FIREFIGHTERS UNIT - BONUS SUMMARY
Operative Date: First Pay Period Following MOU approval

	DESCRIPTION	AMOUNT
ELIGIBLE UNIT MEMBERS (see MOU provisions for eligibility)	Bilingual bonus - speaking	2.75%
	Bilingual bonus - speaking, reading	5.5%
	Drill Tower Bonus	\$160 biweekly
	Education Bonus 1%	1%
	Education Bonus 3%	3%
	Haz Mat Specialist or Technician	\$170 biweekly
	Heavy Rescue certified and assigned	\$170 biweekly
	IMT Team and Special Duty	\$115 biweekly
	Marksmanship - Marksman	\$4 biweekly
	Marksmanship - Sharpshooter	\$8 biweekly
	Marksmanship - Expert	\$16 biweekly
	Marksmanship - Distinguished Expert	\$32 biweekly
	OCD Bilingual	\$275 biweekly
	Uniform Allowance	\$34 biweekly
US&R Company or Task Force	\$170 biweekly	
FIREFIGHTER II 2112-2	Emergency Medical Technician	\$115 biweekly
	Paramedic	Schedule 4
FIREFIGHTER III 2112-3	Arson Dog Handler more than 2 years	\$830 biweekly
	Arson Investigator more than 1 year	\$350 biweekly
	Arson Investigator more than 2 years	\$620 biweekly
	Arson Investigator Trainee	\$160 biweekly
	Disaster Preparedness	\$160 biweekly
	Emergency Incident Technician	\$200 biweekly
	Emergency Medical Technician	\$125 biweekly
	EMT Instructor	\$530 biweekly
	EMT Instructor more than 2 years	\$620 biweekly
	Heavy Tractor Operator	\$530 biweekly
	Helitac Certified and assigned	\$160 biweekly
	Hydrant Planning	\$160 biweekly
	Longevity 10 years	\$95 biweekly
	Longevity 15 years	\$190 biweekly
	Longevity 20 years	\$285 biweekly
	OCD Dispatcher less than 2 years	\$80 biweekly
	OCD Dispatcher more than 2 years	\$160 biweekly
	OCD Dispatcher more than 4 years	\$250 biweekly
	Paramedic	Schedule 5
	Public Service Officer	\$300 biweekly
Recruitment Unit	\$160 biweekly	
Safety Education	\$160 biweekly	
SCUBA - regularly assigned or detailed	\$160 biweekly	
Senior Arson Investigator	\$830 biweekly	
FIREFIGHTER III 2112-4	Emergency Medical Technician	\$125 biweekly
FIREFIGHTER III 2112-5	Emergency Medical Technician	\$125 biweekly
FIREFIGHTER III 2112-6	Emergency Medical Technician	\$125 biweekly

Appendix B-3

FIREFIGHTERS UNIT - BONUS SUMMARY
 Operative Date: First Pay Period following MOU approval

DESCRIPTION		AMOUNT
APPARATUS OPERATOR 2121	Emergency Medical Technician	\$115 biweekly
	Helitac certified-regularly assigned	\$200 biweekly
ENGINEER 2131	Emergency Medical Technician	\$115 biweekly
	Helitac certified-regularly assigned	\$200 biweekly
	Test Pit	\$200 biweekly
INSPECTOR I 2128-1	Emergency Medical Technician	\$115 biweekly
	Haz Mat Response Unit	\$205 biweekly
INSPECTOR II 2128-2	Emergency Medical Technician	\$115 biweekly
	Haz Mat Response Unit	\$205 biweekly
FIREBOAT MATE 5125	Emergency Medical Technician	\$115 biweekly
	Supervising Officer	\$400 biweekly
FIREBOAT PILOT 5127	Emergency Medical Technician	\$115 biweekly
FIRE HELICOPTER PILOT 3563-1 thru 3563-5	Emergency Medical Technician	\$115 biweekly
CAPTAIN I 2142-1	Emergency Medical Technician	\$115 biweekly
	Helitac certified-regularly assigned	\$115 biweekly
	OCD more than 2 years	\$115 biweekly
	OCD more than 4 years	\$220 biweekly
	Paramedic	\$220 biweekly
CAPTAIN I 2142-3	Emergency Medical Technician	\$115 biweekly
CAPTAIN II 2142-2	Air Operations	\$120 biweekly
	Emergency Medical Technician	\$115 biweekly
	Emergency Service Liaison - Paramedic	\$240 biweekly
	Medical Liaison - Paramedic	\$240 biweekly
	Planning Section - Paramedic	\$240 biweekly

APPENDIX C-1

FIREFIGHTERS UNIT - SALARY SCHEDULES

Operative Date: June 28, 2015

SCHEDULE			1	2	3	4	5	6
A Firefighter I 2112-1	Regular Pay	BW	\$2,320.00					
		MO	\$5,046.00					
		YR	\$60,552.00					
1 Firefighter II 2112-2	Regular Pay	BW	\$2,443.20	\$2,574.40	\$2,721.60	\$2,866.40	\$3,036.80	\$3,211.20
		MO	\$5,313.96	\$5,599.32	\$5,919.48	\$6,234.42	\$6,605.04	\$6,984.36
		YR	\$63,767.52	\$67,191.84	\$71,033.76	\$74,813.04	\$79,260.48	\$83,812.32
2 Firefighter III 2112-3	Regular Pay	BW		\$2,721.60	\$2,866.40	\$3,036.80	\$3,211.20	\$3,388.00
		MO		\$5,919.48	\$6,234.42	\$6,605.04	\$6,984.36	\$7,368.90
		YR		\$71,033.76	\$74,813.04	\$79,260.48	\$83,812.32	\$88,426.80
4 Firefighter II Paramedic 2112-2	Regular Pay	BW		\$3,036.80	\$3,211.20	\$3,388.00	\$3,574.40	\$3,776.80
		MO		\$6,605.04	\$6,984.36	\$7,368.90	\$7,774.32	\$8,214.54
		YR		\$79,260.48	\$83,812.32	\$88,426.80	\$93,291.84	\$98,574.48
5 Firefighter III 2112-4 2112-5 2112-6	Regular Pay	BW			\$3,388.00	\$3,574.40	\$3,776.80	\$3,989.60
		MO			\$7,368.90	\$7,774.32	\$8,214.54	\$8,677.38
		YR			\$88,426.80	\$93,291.84	\$98,574.48	\$104,128.56
Apparatus Op. 2121								
Engineer 2131								
Helicopter Pilot I 3563-1								
Fireboat Mate 5125								

APPENDIX C-1

FIREFIGHTERS UNIT - SALARY SCHEDULES

Operative Date: June 28, 2015

SCHEDULE				1	2	3	4	5	6
6	Fire Inspector I 2128-1	Regular Pay	BW				\$3,776.80	\$3,989.60	\$4,213.60
			MO				\$8,214.54	\$8,677.38	\$9,164.58
			YR				\$98,574.48	\$104,128.56	\$109,974.96
6P	Helicopter Pilot II 3563-2	Regular Pay	BW				\$3,801.60	\$4,016.80	\$4,242.40
			MO				\$8,268.48	\$8,736.54	\$9,227.22
			YR				\$99,221.76	\$104,838.48	\$110,726.64
7	Fire Inspector II 2128-2	Regular Pay	BW				\$3,989.60	\$4,213.60	\$4,449.60
			MO				\$8,677.38	\$9,164.58	\$9,677.88
			YR				\$104,128.56	\$109,974.96	\$116,134.56
8	Fire Captain I 2142-1 Fireboat Pilot 5127	Regular Pay	BW				\$4,213.60	\$4,449.60	\$4,696.80
			MO				\$9,164.58	\$9,677.88	\$10,215.54
			YR				\$109,974.96	\$116,134.56	\$122,586.48
8P	Helicopter Pilot III 3563-3	Regular Pay	BW				\$4,424.00	\$4,672.00	\$4,932.00
			MO				\$9,622.20	\$10,161.60	\$10,727.10
			YR				\$115,466.40	\$121,939.20	\$128,725.20
9	Fire Captain II 2142-2 Fire Captain I 2142-3	Regular Pay	BW				\$4,449.60	\$4,696.80	\$4,952.80
			MO				\$9,677.88	\$10,215.54	\$10,772.34
			YR				\$116,134.56	\$122,586.48	\$129,268.08
9P	Helicopter Pilot IV 3563-4	Regular Pay	BW				\$4,656.00	\$4,915.20	\$5,184.00
			MO				\$10,126.80	\$10,690.56	\$11,275.20
			YR				\$121,521.60	\$128,286.72	\$135,302.40
10P	Helicopter Pilot V 3563-5	Regular Pay	BW				\$4,796.00	\$5,057.60	\$5,336.80
			MO				\$10,431.30	\$11,000.28	\$11,607.54
			YR				\$125,175.60	\$132,003.36	\$139,290.48

FIREFIGHTERS UNIT - BONUS SUMMARY
Operative Date: June 28, 2015

	DESCRIPTION	AMOUNT
ELIGIBLE UNIT MEMBERS (see MOU provisions for eligibility)	Bilingual bonus - speaking	2.75%
	Bilingual bonus - speaking, reading	5.5%
	Drill Tower Bonus	\$160 biweekly
	Education Bonus 1%	1%
	Education Bonus 3%	3%
	Haz Mat Specialist or Technician	\$170 biweekly
	Heavy Rescue certified and assigned	\$170 biweekly
	IMT Team and Special Duty	\$115 biweekly
	Marksmanship - Marksman	\$4 biweekly
	Marksmanship - Sharpshooter	\$8 biweekly
	Marksmanship - Expert	\$16 biweekly
	Marksmanship - Distinguished Expert	\$32 biweekly
	OCD Bilingual	\$275 biweekly
	Uniform Allowance	\$34 biweekly
	US&R Company or Task Force	\$170 biweekly
FIREFIGHTER II 2112-2	Emergency Medical Technician	\$115 biweekly
	Paramedic	Schedule 4
FIREFIGHTER III 2112-3	Arson Dog Handler more than 2 years	\$830 biweekly
	Arson Investigator more than 1 year	\$350 biweekly
	Arson Investigator more than 2 years	\$620 biweekly
	Arson Investigator Trainee	\$160 biweekly
	Disaster Preparedness	\$160 biweekly
	Emergency Incident Technician	\$200 biweekly
	Emergency Medical Technician	\$125 biweekly
	EMT Instructor	\$530 biweekly
	EMT Instructor more than 2 years	\$620 biweekly
	Heavy Tractor Operator	\$530 biweekly
	Helitac Certified and assigned	\$160 biweekly
	Hydrant Planning	\$160 biweekly
	Longevity 10 years	\$95 biweekly
	Longevity 15 years	\$190 biweekly
	Longevity 20 years	\$285 biweekly
	OCD Dispatcher less than 2 years	\$80 biweekly
	OCD Dispatcher more than 2 years	\$160 biweekly
	OCD Dispatcher more than 4 years	\$250 biweekly
	Paramedic	Schedule 5
	Public Service Officer	\$300 biweekly
Recruitment Unit	\$160 biweekly	
Safety Education	\$160 biweekly	
SCUBA - regularly assigned or detailed	\$160 biweekly	
Senior Arson Investigator	\$830 biweekly	
FIREFIGHTER III 2112-4	Emergency Medical Technician	\$125 biweekly
FIREFIGHTER III 2112-5	Emergency Medical Technician	\$125 biweekly
FIREFIGHTER III 2112-6	Emergency Medical Technician	\$125 biweekly

Appendix C-2

FIREFIGHTERS UNIT - BONUS SUMMARY
Operative Date: June 28, 2015

DESCRIPTION		AMOUNT
APPARATUS OPERATOR 2121	Emergency Medical Technician	\$115 biweekly
	Helitac certified-regularly assigned	\$200 biweekly
ENGINEER 2131	Emergency Medical Technician	\$115 biweekly
	Helitac certified-regularly assigned	\$200 biweekly
	Test Pit	\$200 biweekly
INSPECTOR I 2128-1	Emergency Medical Technician	\$115 biweekly
	Haz Mat Response Unit	\$205 biweekly
INSPECTOR II 2128-2	Emergency Medical Technician	\$115 biweekly
	Haz Mat Response Unit	\$205 biweekly
FIREBOAT MATE 5125	Emergency Medical Technician	\$115 biweekly
	Supervising Officer	\$400 biweekly
FIREBOAT PILOT 5127	Emergency Medical Technician	\$115 biweekly
FIRE HELICOPTER PILOT 3563-1 thru 3563-5	Emergency Medical Technician	\$115 biweekly
CAPTAIN I 2142-1	Emergency Medical Technician	\$115 biweekly
	Helitac certified-regularly assigned	\$115 biweekly
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CAPTAIN II 2142-2	Air Operations	\$120 biweekly
	Emergency Medical Technician	\$115 biweekly
	Emergency Service Liaison - Paramedic	\$240 biweekly
	Medical Liaison - Paramedic	\$240 biweekly
	Planning Section - Paramedic	\$240 biweekly

APPENDIX D

EMPLOYEE ASSISTANCE PROGRAM

The City of Los Angeles, the Los Angeles City Fire Department and the United Firefighters of Los Angeles City recognize that an employee or members of an employee's family can develop personal problems, not directly associated with the employee's job functions, that may adversely affect the employee's job performance and efficiency. These problems may be successfully resolved provided they are identified early and referral is made to the appropriate care and treatment facility. Such problems include, but are not limited to: substance dependency, including alcohol, tobacco, drugs or chemicals; mental or emotional distress; marital or familial problems; or financial or legal problems.

Management and the Union support an Employee Assistance Program (EAP) designed to aid in identifying such problems and to provide the appropriate referral to a resource able to successfully treat the identified problem. Accordingly, the Union has established an EAP. The City will continue to provide financial support for the EAP in accordance with the provisions of the appropriate Articles of the Memorandum of Understanding for the Firefighters and Fire Captains Unit.

The EAP will utilize standards, such as the "Standards for Employee Alcoholism and/or Assistance Programs" adopted by the Association of Labor Management Consultants and Administrators on Alcoholism and the National Council on Alcoholism; "The EAP Manual" published by the National Council on Alcoholism; and "The Employee Assistance Program Updated for the 1980's" by James T. Wrich, published by Hazelden (ISBN:0-89486-100-X), as guidelines for its operation.

The EAP Staff has established an EAP Committee and will continue the responsibility for training EAP Committee members in the function of an Employee Assistance Program. The committee training will focus on identifying problems, matching them with appropriate resources, and motivating clients to follow through. No attempt will be made to make Committee Members into counselors; however, techniques in crisis intervention will be taught.

The EAP Staff members (Director, Assistant Director, and other paid persons as distinguished from Volunteer Committee Members) should be trained in: assessments, evaluations, counseling, crisis intervention and supervision.

The EAP Staff will coordinate the referral of individuals to the appropriate community resources for counseling, care and treatment. It will develop and maintain a file of community resources to treat various personnel problems.

EAP Committee members may meet with individuals seeking assistance to discuss the individual's problem(s) in order to identify the appropriate community resource to which a referral should be made. EAP committee members may arrange for and may

participate in meetings similar to Alcoholics Anonymous. However, it is recognized that EAP training does not qualify committee members as counselors and they shall not themselves counsel employees on personal problems. The EAP Committee members' roles are limited to: (1) training EAP Committee members to identify problems; (2) meeting with individuals seeking assistance to discuss problems in order to make the appropriate referral; (3) referring individuals to the appropriate community resource agency; (4) evaluating community resource agencies in order to develop and maintain a file of qualified and acceptable community resources to which referrals may be made; (5) participating in after-care programs and follow-up; (6) explaining the EAP program to employees or other interested parties; and (7) such other activities as have received the prior approval of Department management.

Except as stated below, confidentiality regarding problems, referrals for treatment, and EAP records, will be maintained at all times by the EAP. Persons requesting EAP services on their own will not be reported to supervisors, union representatives, or management by the EAP.

Notwithstanding the above provisions concerning confidentiality, if an employee files a workers' compensation claim or disability pension application, or if any liability in any way accrues to the City, the EAP shall provide the appropriate City agency copies of its records concerning the employee who either files such claim or application or who creates such liability. Information shall be provided either upon receipt of a release statement signed by the individual or upon receipt of a subpoena court order. Nothing contained herein shall obligate the Union or the EAP to release an employee's records if it is determined that applicable Federal, State or local codes or regulations prohibit such release.

The training of Fire Department staff and supervisors in the identification of personal problems and the EAP's function remains the responsibility of the Fire Department. The EAP may assist the Fire Department in developing and implementing such training when requested to do so by the Department.

Management shall provide funds directly to the EAP. These funds shall be kept separate from Union funds. These funds may be used only for training personnel, maintaining a resource file and various administrative and operating expenses. Such uses include, but are not limited to: (1) fees for attending seminars, conferences, and courses and any reasonable expenses incurred by such attendance; (2) salaries, expenses, rent, utilities and equipment; (3) professional society memberships; (4) purchase of supplies, publications and training materials; and (5) travel and mileage expense. City provided funds may not be used to pay for counseling or treatment services by referral agencies. Nor shall such funds be used to directly support any political or lobbying activities.

The EAP shall issue an annual report of its operations. Copies shall be sent to the Mayor, the Council, the Fire Department, the City Administrative Officer, the Personnel Department, and the City Controller. The report shall provide information on the number of persons the program has assisted, the types of problems for which referrals

were made, the number of referrals, summaries of some of the outcomes of the treatment, financial records and such other information as the EAP wishes to include.

The EAP shall have performed an annual audit of its expenditures, to be conducted by an independent qualified CPA firm. The EAP shall provide copies of said audit report to the City Administrative Officer, the Fire Department, the City Controller, and the Personnel Department. In addition, City representatives may audit the financial records of the EAP to verify that funds have been expended in accordance with the provisions of this agreement.

The Personnel Department may at mutually convenient times review the operation of the EAP. The EAP will cooperate fully with such review while maintaining the confidentiality of the individual participants.

The Union agrees to indemnify, defend and hold harmless the City against all claims, demands, suits, including costs of suits and reasonable attorney fees, and/or other forms of liability arising from the implementation of these provisions and the operation of the EAP.

If, in the City's opinion, the Union and/or the EAP commits a major breach of any of the provisions of this agreement, the City may, at its discretion, discontinue further payments in support of the EAP. Reasons for discontinuing payments include, but are not limited to: (1) failure of the Union and/or the EAP to cooperate either with the reasonable requests of City representatives auditing the financial records of the EAP or with the reasonable requests of the Personnel Department; (2) failure of the Union and/or EAP either to maintain adequate financial records or to comply with the restrictions on expenditures contained herein; (3) failure of the Union to indemnify the City of any and all liability arising from the implementation of these provisions and from the operation of the EAP; or (4) failure of the Union and/or the EAP to comply with the restrictions placed on its operations by this agreement.

Any disputes between the parties concerning compliance with the provisions of this agreement, or the reasonableness of request by City representatives, may be appealed to binding arbitration unless some other forum for resolution is agreed upon. The costs of any such appeal shall be shared equally by the Union and the City.

If a third party neutral finds that a major breach of one or more of the provisions of this agreement has occurred, resulting in the City deciding to cut-off future funds to the EAP, the third party neutral shall uphold the City's decision. No further funding of the EAP by the City will then occur during the term of this agreement.

**LETTER OF AGREEMENT
MEMORANDUM OF UNDERSTANDING NO. 23
FIREFIGHTERS AND FIRE CAPTAINS 2014-2016
WELLNESS PROGRAM**


The City and UFLAC recognize that, through early detection and treatment, injuries and illnesses can be reduced with a corresponding reduction in costs to the City. Therefore, the City and UFLAC agree to establish a cooperative work group to discuss a Wellness Program. The cooperative work group shall include an equal number of representatives from the City and UFLAC chosen by the respective parties.

At a minimum, the Wellness Program shall include the following provisions:

1. Participation in the Wellness Program, or any part of the Wellness Program, shall be optional for employees.
2. Medical Examinations
 - a. The medical examination portion of the Wellness Program shall be implemented as soon as possible, but in no event shall it be implemented later than July 1, 2015.
 - b. In order to encourage participation, the City shall pay any costs not covered by an employee's health insurance for comprehensive annual medical examinations.
 - c. At a minimum, the medical examination shall include the examination and laboratory, screening and fitness tests provided by the County of Los Angeles to IAFF Local 1014 members, unless the parties agree otherwise.
 - d. Employees shall have the option of having their personal physician perform the medical examinations.
 - e. The results of the medical examinations shall be confidential. The only information provided to the City shall be non-identifiable summaries of medical and fitness data.

In addition to medical examination, the cooperative work group shall discuss the inclusion of fitness programs, nutrition and weight management counseling and other issues raised by the parties.

For UFLAC:



Frank Lima
President

Date: 11/1/14

For the City:



Miguel A. Santana
City Administrative Officer

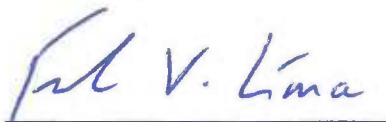
Date: 10-31-14

**LETTER OF AGREEMENT
MEMORANDUM OF UNDERSTANDING NO. 23
FIREFIGHTERS AND FIRE CAPTAINS 2014-2016
SALARY AND BENEFITS**

The parties agree to the following in conjunction with the 2014-2016 Memorandum of Understanding (MOU):

- If the City enters into an MOU with the Los Angeles Police Protective League (LAPPL) subsequent to the ratification of this agreement which provides any compensation increases to the majority of members of the Police Officers, Lieutenant and Below bargaining unit that are effective between July 1, 2014, and June 30, 2016, the City will provide equivalent compensation increases to MOU 23 employees on the same effective date. Any such increase(s) shall be in addition to the 2% parity increase provided to MOU 23 employees under this MOU.
- In addition, if such agreement with the LAPPL includes an increase in the health, dental or life insurance subsidy that exceeds the increases provided in this MOU, the City agrees to provide the same health, dental or life insurance subsidy increase to MOU 23 employees on the same effective date.

For UFLAC:

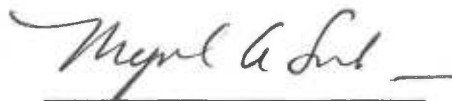


Frank Lima
President

Date:

11/1/14

For the City:



Miguel A. Santana
City Administrative Officer

Date:

10-31-14

**LETTER OF INTENT
MEMORANDUM OF UNDERSTANDING NO. 23
FIREFIGHTERS AND FIRE CAPTAINS 2014-2016
COOPERATIVE WORK GROUPS**

The parties agree that during the term of this Memorandum of Understanding, the Los Angeles Fire Department and UFLAC will establish cooperative work groups for the purpose of discussing the following issues:

- Inspector Overtime Opportunity System
- SOD Opportunity System (based on running totals of overtime hours worked)
- 48/96 Work Schedule
- Cadet Program
- Drivers' License Requirement

The work groups shall be comprised of three (3) Department representatives and three (3) UFLAC representatives and meet on a quarterly basis or at other times mutually agreed to by the parties. Each party shall have the responsibility of selecting its own participants, and may opt to change and/or replace participants each quarter.

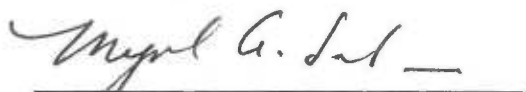
For UFLAC:



Frank Lima
President

Date: 11/1/14

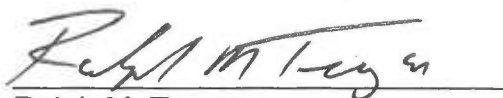
For the City:



Miguel A. Santana
City Administrative Officer

Date: 10-31-14

For the Department:



Ralph M. Terrazas
Fire Chief

Date: 10/31/14