MEMORANDUM OF UNDERSTANDING

JOINTLY SUBMITTED TO
THE CITY COUNCIL
REGARDING THE

FIRE CHIEF OFFICERS REPRESENTATION UNIT
(MOU No. 22)

MEMORANDUM OF UNDERSTANDING made and entered into this

1st day of June, 2017

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND THE

LOS ANGELES FIRE DEPARTMENT CHIEF OFFICERS ASSOCIATION

July 1, 2016 – June 30, 2019

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SECTION 1.0 ASSOCIATION RECOGNITION AND GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the City of Los Angeles and applicable State law, the Los Angeles Fire Department Chief Officers Association (Association) was certified on February 17, 1977, by the Employee Relations Board as the majority representative of the City employees in the Fire Chief Officers Unit (Unit), previously found to be appropriate by the Employee Relations Board. The City of Los Angeles hereby recognizes the Association as the exclusive representative of the employees in said Unit, subject to the right of an employee to represent himself/herself. The term "employee," "employees," or "Chief Officer" as used herein shall refer only to employees in the classifications listed in Appendix A, as well as such classes as may be added to the Unit by the Employee Relations Board.

ARTICLE 1.2 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) constitutes a joint agreement of the City of Los Angeles (City) and the Association. It shall not be binding in whole or in part on the parties unless and until:

1. The Association has notified the City Administrative Officer (CAO) in writing that it has approved this MOU in its entirety in the manner required by law; and

2. The City Council has 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, as authorized management representative of the Council and the Los Angeles Fire Department (Management), and the authorized representatives of the Association, as the exclusive recognized employee organization for the Unit.

ARTICLE 1.4 OBLIGATION TO SUPPORT

The parties agree that prior to the implementation of this MOU and during the period of time it is being considered by the Mayor, Council, Council Committees, and heads of those departments represented herein for action, neither the Association nor Management, nor their authorized representatives, will appear before the Mayor, the Council, Council Committees, or said departmental heads, nor will the parties meet with the Mayor, members of the Council, or said department heads individually to advocate

any addition or deletion to the terms and conditions of this MOU. However, this Article shall not preclude the parties from appearing before the Mayor, the Council, Council Committees or department heads, nor from meeting with individual members of the Council or department heads, to advocate or urge adoption and approval of this MOU.

ARTICLE 1.5 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 the City Charter or other applicable 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 1.6 NON-DISCRIMINATION

The parties mutually recognize and agree that provisions of this MOU shall be applied equally to all employees in the Unit without discrimination because of race, color, sex, sexual orientation, LGBT identity, age, religious creed, Association activities, national origin, ancestry, marital status, military or veteran status, or disability.

ARTICLE 1.7 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 effective prior to 12:01 a.m. on July 1, 2016. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2019, 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 1.8 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 March 1, 2019, and April 30, 2019. Meet and confer sessions shall begin by mutual agreement of both parties.

If the Association is the requesting party, the written request shall be sent to the Employee Relations Division of the CAO. If Management is the requesting party, the written request shall be sent to the President of the Association.

ARTICLE 1.9 ASSOCIATION MEMBERSHIP LIST

Management will provide the Association in writing, within ninety (90) days from the effective date of this MOU and each ninety (90) days thereafter, an alphabetized list of employees' names subject to this MOU, their employee number, class title, and work location by payroll division, as applicable.

ARTICLE 1.10 PAYROLL DEDUCTIONS AND DUES

During the term of this MOU, Association 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 Association 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 fees shall not be applicable to health, dental, and life insurance benefits provided by UFLAC or the Los Angeles Firemen's Relief Association.

ARTICLE 1.11 ACTIONS BY THE EMPLOYEE RELATIONS BOARD

It is mutually understood that should any action(s) by the Employee Relations Board 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 that may be required.

ARTICLE 1.12 USE OF CITY FACILITIES

The Association may use City facilities on prior approval for the purpose of holding meetings to the extent that such facilities are made available to the public, and to the extent that such use of the facility will not interfere with normal City operations. Participating employees will attend said meetings on their own time.

It is understood that if the facility requires a fee for rental or special set-up, security, and/or cleanup service, the Association will provide or assume the cost of such service(s) or facility.

SECTION 2.0 GRIEVANCES

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. An impasse in meeting and conferring upon the terms of a proposed MOU is not a grievance.

Section II - Responsibilities and Rights

1. Nothing in this grievance procedure shall be construed to apply to matters for which a remedy is provided by provisions of 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 except that the rank of the grievant may require that the defined steps be reduced as to number. In any event, Steps 1 and 3 will not be waived without mutual consent.

5. Management shall notify the Association of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU. The Association shall have the right to be present in each formal review level. The Association 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 Association and the Department.

Section III - Procedure

The grievance procedure for employees covered by this MOU shall be as follows:

Step 1 – Informal Discussion

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 respond within fifteen (15) calendar days following the 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 – Formal 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, to the Employee Relations Officer, either in person or by registered mail. This form must be completed and served within fifteen (15) calendar days of (a) receipt of the grievance response at Step 1 or (b) the last day of the response period provided for in Step 1. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance. The Employee Relations Officer shall date and time-stamp the form and deliver one copy to the designated Chief Officer within the grievant's chain of command.

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

If such written notice is served, said Chief Officer shall meet with the grievant and his/her representative, if any, within fifteen (15) calendar days of service. A written decision or statement of the facts shall be rendered within fifteen (15) calendar 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 at the next level of review.

Step 3 – Fire Chief's Level of Review

If the grievance is not settled at Step 2 (Formal Level of Review), the grievant may serve written notice of the grievance on a form provided by the Department, to the Employee Relations Officer, either in person or by registered mail. The Employee Relations Officer shall forward it to the Fire Chief who shall review the grievance at Step 3. Said notice must be served within fifteen (15) calendar days of (a) receipt of the Step 2 grievance response of (b) the last day of the response period provided for in Step 2.

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 shall meet with the grievant, and his/her representative, if any, and a written decision or statement of the facts and issues shall be rendered within fifteen (15) calendar days from the date of the grievance hearing.

Step 4 – Mediation (optional)

If the grievance is not settled at Step 3, the grievant and the Association may request mediation by letter to the Employee Relations Officer. This step is optional. Either the Association or Management 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 Association and Management 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 Association 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 not 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 – (Fire Chief's Level) or mediation does not settle the grievance, the grievant and the Association may jointly 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 (a) the date of receipt of the Step 3 grievance response or (b) the last day of the response period provided for in Step 3, or (c)

completion of the mediation process. Failure of the grievant and Association jointly to serve such written request within said period shall constitute a waiver of the grievance.

If such notice is served, the parties 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 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 adopted or specified by the Employee Relations Board, unless the Association and Management 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 parties, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties 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 - Procedures Following a Board of Rights

Notwithstanding Los Angeles Administrative Code (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 said time period shall constitute waiver of the grievance.

ARTICLE 2.2 GRIEVANCE REPRESENTATION

The Association may designate a reasonable number of grievance representatives and will provide Management with a current list of such representatives.

Management recognizes the right of each employee to represent himself/herself, or to be represented by a representative of his/her choice in the presentation 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 an employee of the same Bargaining Unit as the grievant and has been designated as a grievance representative.

Time spent on grievances outside of regular working hours of the grievant 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

Employees shall be entitled to review the contents of his/her official departmental personnel folder during hours when the Personnel Services office is normally open for business. Such review shall not interfere with the normal business of the department.

Any employee may designate a representative to review his/her departmental personnel folder, under the condition above, by signing a Designation and Release from Liability Form that will be provided by the Department.

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 any employee, the Department shall inform the employee of his/her right to representation. 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.

The investigatory interview shall be conducted at a date and time that is mutually convenient to the Department, the Association, and the employee within twenty-one (21) calendar days from the date the Department electronically transmits the PSD Interview Notification to the employee and the Association via Department email. The Notification shall include at least three **proposed** dates for the interview. There shall be no telephonic contact between the Department investigator and the employee during this twenty-one (21) day period unless the employee notifies the Department that he/she will not be represented by the Association at the interview. Any extension of the twenty-one (21) day period must be agreed to in writing by the representatives for the

Department and the Association. Whenever practicable, investigatory interviews shall be conducted during the employee's normal work 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.

SECTION 3.0 TIME OFF & BENEFITS

ARTICLE 3.1 HOLIDAYS

A. Each employee shall receive thirteen (13) days off in lieu of holidays each calendar year. These days off will be scheduled by the Fire Chief.

B. Each employee assigned to Special Duty 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.).

C. Any Battalion Chief who works on one of the holidays specified below, shall receive, in addition to the employee's regular compensation for that day, $7.50 per hour for each hour worked:

Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Any Assistant Chief who works on one of the above specified holidays shall receive additional compensation of $180 for the shift.

D. Notwithstanding the above sections, whenever a special holiday is declared by proclamation of the Mayor with concurrence of the Council, the Board of Fire Commissioners is hereby authorized to grant each employee a day off duty with

full pay. Such day off thus granted shall be in addition to any other day off granted each employee under provisions of this MOU and may be allowed either on the same day that is declared a special holiday by the Mayor and the Council or on any subsequent day at the discretion of the Fire Chief.

E. Any employee who, upon promotion to Battalion Chief, has accumulated holiday time in the separate bank of holiday time accrued in 2010 shall be compensated in cash for such time. Such compensation shall be at the employee's straight time rate of compensation prior to promotion.

ARTICLE 3.2 VACATIONS

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

Subject to the approval of the Fire Chief, or his/her designee, any employee may be permitted to defer vacation, thereby accumulating unused vacation time to total not more than the equivalent of three years of vacation credit commensurate with their years of service.

The following provisions shall apply for the purpose of computing years of service in the aggregate in determining eligibility for calendar days of vacation accrual:

a. Any employee shall be deemed to have been in the service of the Fire 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.

b. Service of an employee prior to service retirement shall be counted if the employee is reactivated pursuant to any Charter Section providing for return to active duty of a retired employee.

c. Service of an employee prior to resignation from the Department shall be counted if the employee is re-employed by the Department and is not eligible for a pension under the provisions of any applicable Fire and Police Pension Plans contained in the City Charter or the LAAC.

Any employee may elect to work and receive cash payment for all but one segment (or two weeks) of his/her vacation time during a calendar year.

Chief Officers called into active military service (other than temporary military leave) shall continue to accrue vacation as other employees during their military service, subject to the same maximum accrual requirements as other employees. In order to avoid reaching a maximum accrual during an extended leave, employees may request cash payment of accrued but unused vacation time as of the date of the commencement of their military leave. Such request may be for all accrued time or a portion of their accrued time. The request for any cash payment must be made prior to the employee's first day of their leave of absence and verified by military orders or other evidence of call-up into the armed forces of the United States.

ARTICLE 3.3 SICK LEAVE BENEFITS

Management's present practice with regard to allowances for sick leave will be continued. Such practices of allowance for sick leave for current employees shall be in accordance with LAAC Section 4.176.

An employee who becomes separated from the service by reason of retirement or death will be compensated for any balance of accumulated 100% sick leave remaining unused at the date of separation. Such compensation will be paid to the individual or his/her estate by cash payment at fifty percent (50%) of the employee's salary rate current at the date of separation, except however, accumulated sick leave hours at 100% pay and the salary rate shall be computed on a Platoon Duty basis for employees in the ranks of Battalion Chief and Assistant Chief.

Notwithstanding the above provision, the City Council may, by resolution, authorize cash payment to the legal beneficiaries of an employee who suffers a duty-related death, for the balance of the employee's accumulated 100% 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 employee.

Notwithstanding LAAC Section 4.176, employees shall be allowed to accumulate a maximum of 136 working days of 100% sick leave.

Notwithstanding LAAC Section 4.176(e), any employee 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 with pay 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, stepchild, foster child, grandparent, grandchildren, current stepparent, domestic partner of the employee or other dependent residing in the employee's household (any person residing in the immediate household of the employee at the time of illness or injury) 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 have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner.

ARTICLE 3.5 BEREAVEMENT LEAVE

Each Special Duty employee shall be entitled to three (3) days leave of absence with full pay for a death in the employee's immediate family. Each Platoon Duty employee shall be entitled to two (2) 24-hour shifts leave of absence with full pay for such death(s). 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.

A Special Duty employee may, at his/her option, take off two (2) additional work days and another two (2) work days if necessary for the employee to travel out of state (for a total of four (4) additional days), in conjunction with bereavement leave. In the case of simultaneous, multiple family deaths, an employee may also take up to an additional six (6) work days of leave in conjunction with bereavement leave. Such additional days of leave may be banked overtime or vacation leave at the employee's option. If neither banked overtime nor vacation leave is available, the employee may use available sick leave.

A Platoon Duty employee may, at his/her option, take off one (1) additional 24-hour shift, and one (1) additional 24-hour shift if it is necessary for the employee to travel out of state (for a total of two (2) additional 24-hour shifts), in conjunction with bereavement leave. In the case of simultaneous, multiple family deaths, an employee may also use up to an additional three (3) 24-hour shifts of leave in conjunction with bereavement leave. Such additional days of leave may be banked overtime or vacation leave at the employee's option. If neither banked overtime nor vacation leave is available, the employee may use available sick leave.

"Immediate family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, stepchild, foster child, grandchild, current stepparent, grandparent, 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, father. Simultaneous, multiple family deaths will be considered as one occurrence.

Any employee claiming a domestic partner for purposes of this Article shall have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner.

ARTICLE 3.6 JURY DUTY

Employees who are duly summoned to attend any court for the purpose of performing jury service, may, 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 for thirty (30) days or more, then the Fire Chief may assign him/her to an administrative detail.

ARTICLE 3.7 EXECUTIVE LEAVE

Each Chief Officer assigned to Special Duty shall be entitled to eighty (80) hours of executive leave each calendar year for professional development with full pay to be taken at the discretion of the employee's supervisor.

Each Chief Officer assigned to Platoon Duty shall be entitled to ninety-six (96) hours of executive leave each calendar year for professional development with full pay to be taken at the discretion of the employee's supervisor.

ARTICLE 3.8 FAMILY AND MEDICAL LEAVE

Family and Medical Leave provisions are specified in Appendix F.

ARTICLE 3.9 TIME OFF FOR ASSOCIATION BUSINESS

Association board members shall be allowed to take time off, in hourly increments, to conduct Association business. Such time off is not to be considered hours of work for the City and may not exceed an aggregate total of 800 hours annually. A rank for rank replacement shall be provided for all Platoon Duty board members taking such time off outside of Scheduled Overtime Duty (SOD) procedures. If no replacement is provided, no time off shall be allowed. The Association shall pay the City the Platoon Duty salary rate (including overtime) of the replacement. Special Duty board members shall be allowed to take time off to conduct Association business subject to the operational needs of the Department. The Association shall pay the City the straight time salary rate of the Special Duty board member. The provisions of this paragraph shall not apply to such time taken off pursuant to provisions of State or City law or under other provisions of the MOU.

Permission for time off must be arranged at least 24 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 quarterly. The failure of the City to receive reimbursement as stated above, within 45 days of the quarterly due date, shall result in immediate cessation of obligations under this Article. At the time such payment is received, the obligations under this Article will become fully operative.

ARTICLE 3.10 WITNESS DUTY

An 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 period 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 shall not be applicable to appearances where the employee:

a. is a party to the litigation;

b. is subpoenaed as an expert witness;

c. is subpoenaed to appear in any action related to his/her own misconduct; or

d. receives compensation in excess of his/her regular earnings.

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 of employee's residence.

ARTICLE 3.11 PARAMEDIC CONTINUING EDUCATION

Any employee who is a licensed paramedic may 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 payments shall be made within thirty (30) calendar days of notification by the State of California and/or the County of Los Angeles.

ARTICLE 3.12 PARAMEDIC LICENSE

Each June 30 during the term of this MOU, and any extension, any Assistant Chief or Battalion Chief who has maintained a Paramedic license during that fiscal year, shall be paid a $600 bonus upon presentation of such license to Department management.

Effective June 30, 2017, the $600 bonus for maintenance of a Paramedic license shall also apply to any Deputy Chief.

ARTICLE 3.13 EXECUTIVE DEVELOPMENT FUND

The Department will issue a check to the Association in each fiscal year of this MOU to be used exclusively for management training for employees of this Unit as follows: $50,000 upon approval of the 2016-2019 MOU; $100,000 in July 2017; and $150,000 in July 2018. The funds are to be used for programs specifically related to management, leadership, or executive development. Expenditures of these funds must be approved by both the Board of Directors of the Association and the Fire Chief prior to their use. The Association will be responsible for maintaining a record of expenditures which shall be subject to management audit.

SECTION 4.0 INSURANCE

ARTICLE 4.1 HEALTH INSURANCE

A. 1. Effective July 1, 2016, the City will continue to provide a monthly health subsidy not to exceed $1,290.00 per month toward the cost of any UFLAC, Los Angeles Fireman's Relief Association or City-sponsored insurance plan approved by the City and the Association. The amount applied to employee-only coverage will be the actual amount required but not to exceed $870.00 per month.

2. Effective July 1, 2017, the maximum monthly health subsidy will increase to $1,350.00 per month. The amount applied to employee-only coverage will be the actual amount required but not to exceed $910.00 per month.

3. Effective July 1, 2018, the maximum monthly health subsidy will increase to $1,460.00 per month. The amount applied to the employee-only coverage will be the actual amount required but not to exceed $985.00 per month.

B. Management will apply this sum 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 for purposes of this Article shall have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's 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. Effective July 1, 2018, these employees will have an additional $200 per month deposited in their health savings account under the plan if they get a physical examination under the UFLAC Wellness Program. For employee-only coverage, the City will contribute up to the contribution limit authorized under federal law. The additional $200 per month will commence the month after the plan confirms to the City in writing that the employee got the physical examination under the UFLAC Wellness Program and will continue for a total of 12 months. Employees may qualify for the additional $200 per month for 12 months thereafter if they get annual physical examinations under the UFLAC Wellness Program.

D. Any 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/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 at the time

of the injury which results in their death. The subsidy for minor dependents shall cease upon their attaining the age of 18 years or age 25 if unmarried and attending an accredited school on a full-time basis, or for 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, Fire Department, and City Administrative Officer 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. Management will retain all duties and responsibilities it has had for the administration of the City's Health Insurance Plans. The Association 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

Operative July 1, 1996, employees who retire on a service or service-connected disability pension who are at least age 55 shall receive the following benefit:

Years of Service	Benefit
20 - 24	$150
25 - 29	$225
30 & over	$300

This benefit subsidy amount shall not in any case 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.

ARTICLE 4.2 DENTAL INSURANCE

A. The City agrees to expend a maximum of $78.00 per month for employees enrolled in either one of the City-sponsored dental plans or in one of the dental plans offered by the United Firefighters of Los Angeles City (UFLAC), Local 112, IAFF, AFL-CIO, or any other plan approved by Management and the Association for which an employee is eligible. Effective July 1, 2017, this amount will increase to $80.00 per month per employee. Effective July 1, 2018, this amount will increase to $82.00 per month per employee.

B. 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, except however, coverage for dependents of eligible employees shall be available under the City-administered plan provided there is sufficient enrollment to make such coverage available. 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 for purposes of this Article shall have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner.

C. 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 covered by this MOU. The subsidy for the minor dependents shall cease upon their attaining the age of 18 years, or age 25 if unmarried and attending an accredited school on a full time basis, for 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, Fire Department, and City Administrative Officer 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 Article. The decision of this Committee shall be final and binding, and not subject to further appeal.

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 Association sponsored plans will be applied toward insurance

plan premiums scheduled for payroll deduction in the first payroll period following the employee's enrollment.

F. Management will retain all duties and responsibilities it has had for the administration of the Dental Insurance Plan. The Association 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 any dental carriers to provide agreed upon coverage and services.

ARTICLE 4.3 LIFE INSURANCE

A. The City will expend up to $25.00 per month toward the cost of any life insurance program approved by Management and the Association.

B. The City will expend the above funds only for those employees who enroll in a plan and remain on active payroll status with the City. The City retains all rights to any unused funds, which may be allocated for the purpose of implementing this Article.

C. 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 Chief Officer killed in the line of duty after July 1, 2006. Such policy shall name the minor children of said officer as beneficiaries. This subsidy shall be provided only if such employee had a life insurance policy in effect at the time of his or her death.

D. Any employee claiming a domestic partner for purposes of this Article shall have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner.

E. Dependents who have reached their eighteenth birthday and are not full time students are not eligible for coverage.

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

G. The City will expend the above-noted funds only for those employees who enroll in a plan and remain on active payroll status with the City.

H. The City will provide the subsidy for an approved plan in twenty-four (24) bi-weekly increments annually. The City will remit to the plan sponsor 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 periods in which the subsidy was paid.

I. For those employees enrolled in a 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 plan sponsor a separate amount and appropriate deduction list in accordance with established policy and procedures.

J. In the event the Association sponsors a plan, approved by Management, during the term of this MOU, 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. The Association shall assume all responsibility for any services which may arise out of the administration of the life insurance plan. Furthermore, the Association 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 Association of its life insurance carrier to provide the coverage and services agreed to between the Association and the carrier.

K. The Association shall provide records requested by the Personnel Department annually for Association sponsored plans.

L. The City may audit any Association sponsored plan at its discretion.

ARTICLE 4.4 FUNERAL EXPENSES

The City shall expend a sum not to exceed $30,000 for funeral expenses to the heirs of any employee covered by this MOU who dies while on active duty from injuries incurred while performing his/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 4.5 DEPENDENT CARE REIMBURSEMENT ACCOUNT

During the term of this MOU, Management agrees to maintain a Dependent Care Reimbursement Account (DCRA), qualified under Section 129 of the 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 account available. Enrollment in the DCRA is at the discretion of each employee. All contributions into the DCRA and related administrative fees shall be paid by employees who are enrolled in the plan. As a qualified Section 129 plan, the DCRA shall be administered according to the rules and regulations specified for such plans by the Internal Revenue Service. Since this benefit is subject to the Civilian Benefits

Committee, the Association must abide by any policies established by the Committee for management of DCRA.

SECTION 5.0 UNIFORM ALLOWANCE

ARTICLE 5.1 UNIFORM ALLOWANCE

During the term of this MOU, the City shall provide a uniform allowance in the amount of $66.00 bi-weekly to be used by employees for the acquisition and maintenance of uniform items.

SECTION 6.0 HOURS OF WORK AND OVERTIME

ARTICLE 6.1 HOURS OF WORK

A. Each employee assigned to Platoon Duty shall normally work forty-two (42) twenty-four (24) hour periods on duty in each one hundred twenty-six (126) calendar day period, account being taken, however, of duly authorized leaves of absence with pay. Except as otherwise provided in this article, a 24-hour period on Platoon Duty shall constitute two (2) days for the purpose of computing days off vacation, sick leave, bereavement leave, holidays and ordinance time for such employees.

B. Each employee assigned to Special Duty shall normally work seven hundred twenty (720) hours in each one hundred twenty-six (126) calendar day period, account being taken, however, of duly authorized leaves of absence with pay. An eight-hour (8) period on duty shall constitute one (1) day for the purpose of combining days off vacation, sick leave, holidays and ordinance time for employees on Special Duty.

C. Any Assistant Chief or Battalion Chief assigned to Special Duty shall assume a 4/10 work schedule.

D. The City agrees that there will be no mandatory furloughs of employees during the term of this MOU.

ARTICLE 6.2 MOU OVERTIME FOR BATTALION CHIEFS

This Article outlines the rates and methods by which Battalion Chiefs receive overtime compensation. Overtime compensation is payment in the form of cash or banked time. No employee shall work for overtime compensation without prior approval of a supervisor consistent with Department policy.

I. Platoon Duty Overtime Compensation

A. Work Period

A 7(k) exemption under the Fair Labor Standards Act (FLSA) is hereby declared for Battalion Chiefs who are assigned to Platoon Duty. The work period for such employees shall be nine (9) shifts in 27 days.

B. Compensation – 7(k)

1. Hours Worked - Defined

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.

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 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 1-1/2 times the regular rate, as defined by the FLSA.

The method of compensation shall be as follows:

a. Cash or banked 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 204 shall be paid at ½ times the regular rate.

4. Banked Time

Employees assigned to Platoon Duty shall be allowed to bank up to a maximum of 432 hours at the end of any pay period.

At the end of the fiscal year, the Department may cash out banked time in excess of 216 hours.

5. Emergency Recalls

Notwithstanding the above, compensation for emergency recalls, including emergency FIMT deployments, emergency Incident Management Team (IMT) deployments, and Department-approved overhead deployments, shall be paid by cash payment only at one and one-half times the regular rate of compensation for each hour worked, regardless of the number of hours worked in the work period.

II. Special Duty Overtime Compensation

A. Work Period

A 7(k) exemption under the FLSA is declared for Battalion Chiefs 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 following provisions.

B. Compensation- 7(k)

1. Hours Worked - Defined

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

2. Hours Worked in Excess of Regular Schedule - Under 212 Hours

When total hours worked in the work period are 212 or less, the hours worked in excess of the 4/10 schedule shall be compensated at the rate of one hour for each hour worked. Such hours shall be compensated by cash or banked time at the employee's option.

3. Banked Time

a. Banked time accrual includes v-hours and RDO hours that an employee chooses to bank.

b. Employees assigned to Special Duty shall be allowed to bank up to a maximum of 240 hours at the end of any pay period.

c. At the end of the fiscal year, the Department may cash out banked time in excess of 120 hours.

d. Employees may request the conversion of banked time to cash at any time during the year, subject to the availability of budgeted funds.

e. Employees transferring to Platoon Duty may not be extended or detailed back to Special Duty for the purpose of having the employee exhaust banked time.

4. Hours Worked Over 212 Hours

Hours worked in excess of 212 hours shall be compensated at 1-1/2 times the regular rate, as defined by the FLSA.

The method of compensation shall be as follows:

a. Cash or banked time at the employee's option for all hours worked in excess of the 4/10 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 212 shall be paid at ½ times the regular rate, except hours which have already been compensated at 1-1/2 time (e.g., emergency recalls).

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 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 204 hours of work. This overtime amount shall be paid by cash payment.

6. Emergency Recalls

Notwithstanding the above, compensation for emergency recalls, including emergency FIMT deployments, emergency IMT deployments, and Department-approved overhead deployments, shall be paid by cash payment at one and one-half times the

regular rate of compensation for each hour worked, regardless of the number of hours worked in the work period.

C. Non-Fire Suppression Trained

Overtime is defined as:

1. Non-Fire suppression trained Battalion Chiefs on Special Duty shall be compensated at 1-½ times their regular rate as defined by the 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 leave, jury duty, IOD, etc.) shall not be considered hours worked.

3. No Non-Fire suppression trained Battalion Chief shall work overtime without prior approval of a supervisor consistent with Department policy.

III. Conversion of Banked Time

Employees may request conversion of banked 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., non-regularly assigned bonus).

No employee shall lose banked time under any circumstances.

IV. Increments of Time

Non-FLSA (MOU) overtime and FLSA overtime shall be earned, credited and paid in increments of six (6) minutes, and no overtime shall be allowed for a period of less than six (6) minutes.

ARTICLE 6.3 ASSISTANT AND DEPUTY CHIEF COMPENSATION

Employees in the classes of Assistant Chief and Deputy Chief shall be treated as salaried employees, in accordance with the provisions of the FLSA.

I. Assistant and Deputy Chief Compensation

A. Timekeeping

Notwithstanding any LAAC or MOU provisions, or Fire Department Rules and Regulations to the contrary, Assistant Chiefs and Deputy Chiefs shall

not be required to record specific hours of work for compensation purposes, although hours may be recorded for other purposes.

B. Employees in the classes of Assistant Chief and Deputy Chief shall be paid the predetermined salary for each biweekly pay period, as indicated in the Appendices. Such salaried employees shall not be subject to deductions from their salary or available compensated leave banks in accordance with Department Rules and Regulations for absences from work for less than a full workday. This provision applies to occasional absences from work which are authorized by the appropriate supervisor designated by the Fire Chief. This provision does not apply to long term or recurring partial day absences. In accordance with the revised Department of Labor regulations pertaining to disciplinary suspensions issued in 2004, employees of this Unit shall not be subject to disciplinary suspension for less than a workweek unless imposed in good faith for misconduct pursuant to a written policy applicable to all employees. They shall not receive overtime or supplemental compensation except as provided in this Article.

II. Supplemental Compensation – Platoon Duty Assistant Chiefs

A. Work Schedule

Platoon Duty Assistant Chiefs shall be assigned to a specific platoon and shall be available to manage the operations of that platoon during the hours worked by that platoon. Platoon Duty Assistant Chiefs shall be responsible for securing relief during any absence in accordance with Department Rules and Regulations.

B. Supplemental Compensation

Supplemental compensation shall be in the form of cash payment or banked time in increments of 12 hours. Cash compensation for each 12-hour period shall be an amount equivalent to 5.5 percent of the employee's monthly rate (including bonuses)

Supplemental compensation is limited to working behind a Platoon Duty Assistant Chief in full day (24-hour) or in one-half day (12-hour) increments; special projects approved by the Fire Chief; emergency recalls (including emergency FIMT deployments and emergency IMT deployments); and Department-approved overhead deployments.

C. Banked Time

1. Platoon Duty Assistant Chiefs shall be allowed to accrue banked time up to a maximum of 432 hours at the end of any pay period.

2. At the end of the fiscal year, the Department may cash out banked time in excess of 216 hours.

3. An employee may request the conversion of banked time to cash at any time during the year, subject to the availability of budgeted funds.

III. Supplemental Compensation – Special Duty Assistant Chiefs

A. Work Schedule

Special Duty Assistant Chiefs shall work a 4/10 work schedule. Employees may adjust their normal work schedule to perform routine duties when mutually agreed upon by the employee and the appropriate supervisor designated by the Fire Chief.

B. Supplemental Compensation

Supplemental Compensation shall be in the form of cash payment only in increments of 12 hours. Cash compensation for each 12-hour period shall be an amount equivalent to 5.5 percent of the employee's monthly rate (including bonuses).

Supplemental compensation is limited to working behind a Platoon Duty Assistant Chief in full day (24-hour) or in one-half day (12-hour) increments; special projects approved by the Fire Chief; emergency recalls (including emergency FIMT deployments and emergency IMT deployments); and Department-approved overhead deployments.

C. Banked Time

1. Special Duty Assistant Chiefs shall be allowed to retain banked time accrued on Platoon Duty.

2. At the end of the fiscal year, the Department may cash out banked time in excess of 120 hours.

3. An employee may request the conversion of banked time to cash at any time during the year, subject to the availability of budgeted funds.

ARTICLE 6.4 ON-CALL PAY

Any Battalion Chief or Assistant Chief who elects to remain on call when subpoenaed for a court appearance must notify the Department of where he/she can be reached and

must be reachable by telephone. If a Battalion Chief or Assistant Chief remains on call and is not required to report to court, he/she shall receive three (3) hours of straight time compensation. Unless notified that his/her designated on call is terminated, on call hours shall be from 0800 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.

SECTION 7.0 SALARIES

ARTICLE 7.1 SALARY STEP ADVANCEMENT

A. Advancement in the salary rate of an employee on salary schedule 12 through 21 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 fifth step rate for schedule 12 through 16 and sixth step for schedule 18 through 21 within the salary schedule prescribed for the employee's class and pay grade.

B. Merit Pay Steps

Receipt of salary at the sixth and seventh steps in Schedules 12 through 21 shall be earned and retained on the basis of merit. No employee in a position compensated at Schedules 12 through 21 may receive salary above the fifth step until the Fire Chief certifies to the Controller that the employee has completed services at that level as ascertained by an approved evaluation procedure, and for that minimum period as is required by the following table:

SALARY MERIT STEP ADVANCEMENT
SCHEDULES 12 THROUGH 16

Standard of Service	Minimum Service at Preceding Step for Advancement (In Calendar Years)
	Step 6
Excellent	2 years
Outstanding	1 year

SALARY MERIT STEP ADVANCEMENT
SCHEDULES 18 THROUGH 21

Standard of Service	Minimum Service at Preceding Step for Advancement (In Calendar Years)
	Step 7
Outstanding	2 years

If at any time the standard of service of an employee falls below the minimum level required for his/her present merit step, as ascertained by an established procedure within the Department which provides for notice, hearing and appeal before the reduction is effective, the Fire Chief shall so certify to the Controller and in that event the salary of such employee shall revert to the preceding step.

An employee who has initially achieved the standard of service for the required minimum period, and who later reverts to a lower step because of failure to continue at the minimum level required for his/her merit step, shall be eligible for re-certification to each of higher merit steps within one-half the period of time required for initial certification until he/she has attained the merit step from which he/she reverted.

The Fire Chief shall certify to the Controller annually that an employee is eligible to continue receiving salary at Step 6 or Step 7.

All certifications required by this section shall be made on forms prescribed by the Controller.

The Fire Chief shall establish procedures for rating and reviewing the standards of service required for merit increases. The procedures shall be approved by the General Manager of the Personnel Department and the City Administrative Officer. The procedures shall provide as follows:

1. Rating and reviewing of an employee's performance at least annually.

2. Rating and reviewing of an employee's performance at any time the employee's standard of service falls below the minimum standard required for receiving his/her present merit step.

3. Rating by a supervisor at least one rank above the employee being rated.

4. Review by the supervisor of the rater except for the rank immediately below the Fire Chief which shall not be subject to review.

5. Written documentation indicating the employee is performing the standards of service required for a merit step and has sustained the level of performance for the required period.

The Fire Chief shall report not later than April 1 of each year to the General Manager of the Personnel Department and the City Administrative Officer the number of excellent and outstanding ratings for each rank given for the purpose of determining if the system is working satisfactorily and to provide a basis for recommending changes if problems occur.

ARTICLE 7.2 SALARIES

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

Appendix	Operative Date
Appendix B	June 26, 2016
Appendix C	July 9, 2017
Appendix D	January 7, 2018
Appendix E	July 8, 2018

ARTICLE 7.3 SALARY STEP PLACEMENT UPON PROMOTION

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 advance pursuant to Article 7.1 Section A on the same day as such promotion or assignment, the step advancement shall be considered to have occurred prior to such promotion or assignment. Provided, however, that if such person prior to promotion or assignment is receiving special or hazard pay as provided in this MOU, his/her salary rate prior to promotion or assignment shall be deemed to be the rate which he/she would be receiving in the absence of such salary premium.

ARTICLE 7.4 SALARY STEP PLACEMENT UPON PROMOTION TO ASSISTANT CHIEF

Notwithstanding the above or any LAAC provision, employees who promote from Battalion Chief to Assistant Chief and are on Step 6 of Schedules 12 or 13 at the time of the promotion shall be advanced to Step 4 of Schedule 15.

ARTICLE 7.5 SALARY RATE UPON ASSIGNMENT TO A LOWER CLASS JOB

Any employee reassigned to a lower pay grade within the class of position to which he/she was appointed shall receive the same compensation received by him/her prior to such reassignment, or be compensated at the top step of the schedule for the lowest pay grade, whichever is lower.

ARTICLE 7.6 SALARY RATE UPON LATERAL TRANSFER

Whenever any employee is appointed to or displaces in a position in the same department in a different class and pay grade having the same salary schedule he/she shall be entitled to receive in the position in which he/she is appointed or in which he/she displaces, the same rate of compensation that he/she was receiving prior to such appointment or displacement less special hazard and longevity pay, unless he/she is entitled to receive such pay by applicable provision of this article in his/her new position.

ARTICLE 7.7 EMERGENCY MEDICAL TECHNICIAN CERTIFICATION AND SPECIAL PAY

Employees may be assigned as incident commanders, medical group supervisors or other command functions at emergency medical incidents. Therefore, all employees shall be expected to be trained and certified, and to maintain certification as an EMT-1 and/or EMT/P as a condition of employment. The Department will provide recertification training to all employees. Should any employee lose EMT certification for any reason, EMT special pay as provided for below shall be discontinued at the beginning of the pay period following loss of the certification.

Effective November 20, 2011, the EMT special pay specified above was discontinued. In lieu of the specified amounts, 3% was added to the regular base salary of each salary schedule. Each eligible Assistant Chief and Battalion Chief shall receive $115 biweekly for such certification.

ARTICLE 7.8 ARSON SECTION

The Battalion Chief 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 Controller any such employee shall be entitled to receive additional compensation as set forth below:

GRADE	RANGE	SCORE	BONUS
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	$8.00biweekly
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. If the employee qualifies in a lower grade he/she

may re-qualify at any time in a higher grade and be paid accordingly. The employee shall not at any time receive additional compensation for more than one grade.

ARTICLE 7.9 EDUCATION BONUS

I. The following education bonuses shall apply to all employees who have submitted proof thereof to Management:

(a) Associate of Arts (AA) Degree or certification in the California Incident Command Certification System (CICCS) "qualified/red carded" at least at the ICS 300 level for one percent of regular pay.

(b) Bachelor's Degree for two percent of regular pay.

(c) Master's or Law Degree for three percent of regular pay.

The above bonuses are not cumulative. An employee can receive only one bonus under (a), (b), or (c) above.

II. Each of the above bonuses is subject to the following requirements:

(a) The qualifying degree must be from an accredited college or university or "red carded" from the California State Fire Marshal's Office.

(b) The effective date of this bonus shall be the beginning of the subsequent payroll period following proof of the degree or certification submitted to Management.

(c) Employees must successfully complete continuing education of three courses pre-approved by Management by June 1 of each fiscal year in order to continue to receive this bonus. Should the employee fail to meet this requirement, the bonus shall cease July 1, until such time as he/she has submitted proof of having completed the required number of courses for a subsequent fiscal year. Coursework completed in conjunction with obtaining a degree shall not count toward this continuing education requirement.

(d) To be eligible for this bonus, the degree or certification must be in one of the following approved fields:

Business Administration	Computer Science	Economics
Public Administration	Soil Science	Finance
Fire Administration	Physics	Marketing
Fire Science	Psychology	Law
Chemistry	Labor Relations	Management
Nursing	Communications	Political Science

Engineering	Conflict Resolution	Art
Health Sciences	Administrative Justice	History
Mathematics	Biology/Physiology/Anatomy	
Vocational Technology (for AA degrees only)		
CICCS		

The Department and Association may add additional areas of discipline to the list of approved fields upon mutual agreement.

ARTICLE 7.10 FIELD INCIDENT MANAGEMENT TEAM BONUS

Any employee who is assigned to a Field Incident Management Team (FIMT) shall receive a non-pension based bonus of $150 biweekly. Effective July 9, 2017, this bonus will be pension based.

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

Los Angeles Fire Department
Chief Officers Association:

Andrew P. Fox, President

Patrick I. Butler, Vice President

Charles R. Combs, Director

City of Los Angeles:

Richard H. Llewellyn, Jr.
Interim City Administrative Officer

Ralph M. Terrazas
Fire Chief

Approved as to form and legality:

City Attorney's Office

6/9/17
Date

APPENDIX A – SALARY NOTES

Code	Class	Schedule
2152	Fire Battalion Chief	12
2166	Fire Assistant Chief	15
2176	Fire Deputy Chief	18

Note: Notwithstanding the provisions of LAAC Section 4.159, the following special pay provisions will apply to employees in this Unit:

1. A Fire Battalion Chief, when assigned to a departmental Special Duty position authorized in the Budget or by interim position authority granted by the City Administrative Officer, shall be compensated at the corresponding step of Schedule 13. Such assignment is at the discretion of the Fire Chief and shall generally be for a maximum two-year period. However, the assignment may be extended beyond two (2) years upon mutual agreement of the Fire Chief and the assigned Battalion Chief.

   Effective July 9, 2017, any Fire Battalion Chief with three (3) or more years of continuous service in a Special Duty position shall receive an additional 2.75% while so assigned, as long as that employee is fully field certified. Leaves from Special Duty of less than one year shall not constitute a break in "continuous service" for the purposes of qualifying for the additional 2.75%. Likewise, employees who leave Special Duty after the three (3) year qualifying period will receive the additional 2.75% immediately upon their return to Special Duty, provided that such leave is for a period of less than one year.

2. A Fire Assistant Chief, when assigned to a departmental Special Duty position authorized in the Budget or by interim position authority granted by the City Administrative Officer, shall be compensated at the corresponding step of Schedule 16. Such assignment is at the discretion of the Fire Chief and shall generally be for a maximum two-year period. However, the assignment may be extended beyond two (2) years upon mutual agreement of the Fire Chief and the assigned Assistant Chief.

   Effective July 1, 2006, any Fire Assistant Chief with three (3) or more years of continuous service in a Special Duty position shall receive an additional 2.75% while so assigned, as long as that employee is fully field certified. Leaves from Special Duty of less than one year shall not constitute a break in "continuous service" for the purposes of qualifying for the additional 2.75%. Likewise, employees who leave Special Duty after the three (3) year qualifying period will receive the additional 2.75% immediately upon their return to Special Duty, provided that such leave is for a period of less than one (1) year.

3. Four (4) Fire Deputy Chiefs assigned to Emergency Operations shall be compensated at the corresponding step of Schedule 19.

4. One (1) Fire Deputy Chief, when assigned as Chief Deputy of Administrative Operations, shall be compensated at the corresponding step of Schedule 21.

5. One (1) Fire Deputy Chief, when assigned as the Chief Deputy of Emergency Operations, shall be compensated at the corresponding step of Schedule 21.

6. Whenever a Chief Officer is regularly assigned to act in a position of a higher level Chief Officer, the assigned acting Chief Officer will retain any premium rate or bonus being received immediately prior to such assignment. The retention of such premium level pay by the employee, however, shall not limit the department from filling the employee's prior position and paying any premium rate to the subsequent employee assigned to fill said position.

   Whenever a Chief Officer is detailed to a Deputy Chief position in excess of ninety (90) days, that employee shall receive salary at the Deputy Chief level upon approval by the City Administrative Officer. Effective July 1, 2016, this provision shall apply to any Chief Officer who is detailed to a higher level position. The salary received in the higher level position shall be on the same step being received by the employee in their regularly-assigned civil service classification.

7. The following assignments have been identified for non-suppression trained Battalion Chiefs:

   - EMS Bureau
   - Grants
   - Fire Communications & Dispatch Support
   - Fire Stat
   - Building Administration
   - Recruitment
   - Administrative Operations Executive Officer

8. If the City enters into an MOU with the Los Angeles Police Protective League (LAPPL) or the Los Angeles Police Command Officers Association (LAPCOA) subsequent to the ratification of this MOU which provides a general salary increase during the term of this MOU which exceeds the general salary increase provided by this MOU, or which provides greater health, dental, or life insurance subsidies, the City will provide the same increases to MOU 22 employees on the same effective date.

APPENDIX B
FIRE CHIEF OFFICERS - MOU 22
OPERATIVE JUNE 26, 2016

			1	2	3	4	5	6	7
12 Battalion Chief	Regular Pay	BW			$5,373.60	$5,675.20	$5,990.40	$6,327.20	
(Platoon Duty)		MO			$11,687.58	$12,343.56	$13,029.12	$13,761.66	
2152		YR			$140,250.96	$148,122.72	$156,349.44	$165,139.92	
	1% ED	BW			$53.60	$56.80	$60.00	$63.20	
		MO			$116.58	$123.54	$130.50	$137.46	
		YR			$1,398.96	$1,482.48	$1,566.00	$1,649.52	
	2% ED	BW			$107.20	$113.60	$120.00	$126.40	
		MO			$233.16	$247.08	$261.00	$274.92	
		YR			$2,797.92	$2,964.96	$3,132.00	$3,299.04	
	3% ED	BW			$161.60	$170.40	$180.00	$189.60	
		MO			$351.48	$370.62	$391.50	$412.38	
		YR			$4,217.76	$4,447.44	$4,698.00	$4,948.56	
13 Battalion Chief	Regular Pay	BW			$5,784.00	$6,105.60	$6,448.80	$6,804.00	
(Special Duty)		MO			$12,580.20	$13,279.68	$14,026.14	$14,798.70	
2152		YR			$150,962.40	$159,356.16	$168,313.68	$177,584.40	
	1% ED	BW			$57.60	$60.80	$64.80	$68.00	
		MO			$125.28	$132.24	$140.94	$147.90	
		YR			$1,503.36	$1,586.88	$1,691.28	$1,774.80	
	2% ED	BW			$116.00	$122.40	$128.80	$136.00	
		MO			$252.30	$266.22	$280.14	$295.80	
		YR			$3,027.60	$3,194.64	$3,361.68	$3,549.60	
	3% ED	BW			$173.60	$183.20	$193.60	$204.00	
		MO			$377.58	$398.46	$421.08	$443.70	
		YR			$4,530.96	$4,781.52	$5,052.96	$5,324.40	

APPENDIX B
FIRE CHIEF OFFICERS - MOU 22
OPERATIVE JUNE 26, 2016

			1	2	3	4	5	6	7
15 Assistant Chief	Regular Pay	BW			$6,450.40	$6,808.80	$7,189.60	$7,591.20	
(Platoon Duty)		MO			$14,029.62	$14,809.14	$15,637.38	$16,510.86	
2166		YR			$168,355.44	$177,709.68	$187,648.56	$198,130.32	
	1% ED	BW			$64.80	$68.00	$72.00	$76.00	
		MO			$140.94	$147.90	$156.60	$165.30	
		YR			$1,691.28	$1,774.80	$1,879.20	$1,983.60	
	2% ED	BW			$128.80	$136.00	$144.00	$152.00	
		MO			$280.14	$295.80	$313.20	$330.60	
		YR			$3,361.68	$3,549.60	$3,758.40	$3,967.20	
	3% ED	BW			$193.60	$204.00	$216.00	$228.00	
		MO			$421.08	$443.70	$469.80	$495.90	
		YR			$5,052.96	$5,324.40	$5,637.60	$5,950.80	
16 Assistant Chief	Regular Pay	BW			$6,940.00	$7,327.20	$7,736.80	$8,169.60	
(Special Duty)		MO			$15,094.50	$15,936.66	$16,827.54	$17,768.88	
2166		YR			$181,134.00	$191,239.92	$201,930.48	$213,226.56	
	1% ED	BW			$69.60	$73.60	$77.60	$81.60	
		MO			$151.38	$160.08	$168.78	$177.48	
		YR			$1,816.56	$1,920.96	$2,025.36	$2,129.76	
	2% ED	BW			$139.20	$146.40	$154.40	$163.20	
		MO			$302.76	$318.42	$335.82	$354.96	
		YR			$3,633.12	$3,821.04	$4,029.84	$4,259.52	
	3% ED	BW			$208.00	$220.00	$232.00	$244.80	
		MO			$452.40	$478.50	$504.60	$532.44	
		YR			$5,428.80	$5,742.00	$6,055.20	$6,389.28	
	2.75%	BW			$191.20	$201.60	$212.80	$224.80	
	3 YRS SD	MO			$415.86	$438.48	$462.84	$488.94	
		YR			$4,990.32	$5,261.76	$5,554.08	$5,867.28	

APPENDIX B
FIRE CHIEF OFFICERS - MOU 22
OPERATIVE JUNE 26, 2016

			1	2	3	4	5	6	7
18 Deputy Chief 2176	Regular Pay	BW			$7,591.20	$8,015.20	$8,461.60	$8,932.80	$9,431.20
		MO			$16,510.86	$17,433.06	$18,403.98	$19,428.84	$20,512.86
		YR			$198,130.32	$209,196.72	$220,847.76	$233,146.08	$246,154.32
	1% ED	BW			$76.00	$80.00	$84.80	$89.60	$94.40
		MO			$165.30	$174.00	$184.44	$194.88	$205.32
		YR			$1,983.60	$2,088.00	$2,213.28	$2,338.56	$2,463.84
	2% ED	BW			$152.00	$160.00	$169.60	$178.40	$188.80
		MO			$330.60	$348.00	$368.88	$388.02	$410.64
		YR			$3,967.20	$4,176.00	$4,426.56	$4,656.24	$4,927.68
	3% ED	BW			$228.00	$240.80	$253.60	$268.00	$283.20
		MO			$495.90	$523.74	$551.58	$582.90	$615.96
		YR			$5,950.80	$6,284.88	$6,618.96	$6,994.80	$7,391.52
19 Deputy Chief (Geographic Bureau) 2176	Regular Pay	BW			$8,015.20	$8,461.60	$8,932.80	$9,431.20	$9,957.60
		MO			$17,433.06	$18,403.98	$19,428.84	$20,512.86	$21,657.78
		YR			$209,196.72	$220,847.76	$233,146.08	$246,154.32	$259,893.36
	1% ED	BW			$80.00	$84.80	$89.60	$94.40	$99.20
		MO			$174.00	$184.44	$194.88	$205.32	$215.76
		YR			$2,088.00	$2,213.28	$2,338.56	$2,463.84	$2,589.12
	2% ED	BW			$160.00	$169.60	$178.40	$188.80	$199.20
		MO			$348.00	$368.88	$388.02	$410.64	$433.26
		YR			$4,176.00	$4,426.56	$4,656.24	$4,927.68	$5,199.12
	3% ED	BW			$240.80	$253.60	$268.00	$283.20	$298.40
		MO			$523.74	$551.58	$582.90	$615.96	$649.02
		YR			$6,284.88	$6,618.96	$6,994.80	$7,391.52	$7,788.24

APPENDIX B
FIRE CHIEF OFFICERS - MOU 22
OPERATIVE JUNE 26, 2016

			1	2	3	4	5	6	7
21 Deputy Chief	Regular Pay	BW			$8,932.80	$9,431.20	$9,957.60	$10,512.80	$11,097.60
(Emergency		MO			$19,428.84	$20,512.86	$21,657.78	$22,865.34	$24,137.28
Operations)		YR			$233,146.08	$246,154.32	$259,893.36	$274,384.08	$289,647.36
(Administrative									
Operations)	1% ED	BW			$89.60	$94.40	$99.20	$104.80	$111.20
2176		MO			$194.88	$205.32	$215.76	$227.94	$241.86
		YR			$2,338.56	$2,463.84	$2,589.12	$2,735.28	$2,902.32
	2% ED	BW			$178.40	$188.80	$199.20	$210.40	$221.60
		MO			$388.02	$410.64	$433.26	$457.62	$481.98
		YR			$4,656.24	$4,927.68	$5,199.12	$5,491.44	$5,783.76
	3% ED	BW			$268.00	$283.20	$298.40	$315.20	$332.80
		MO			$582.90	$615.96	$649.02	$685.56	$723.84
		YR			$6,994.80	$7,391.52	$7,788.24	$8,226.72	$8,686.08

APPENDIX C
FIRE CHIEF OFFICERS - MOU 22
OPERATIVE JULY 9, 2017

			1	2	3	4	5	6	7
12 Battalion Chief	Regular Pay	BW			$5,480.80	$5,788.80	$6,110.40	$6,453.60	
(Platoon Duty)		MO			$11,920.74	$12,590.64	$13,290.12	$14,036.58	
2152		YR			$143,048.88	$151,087.68	$159,481.44	$168,438.96	
	1% ED	BW			$55.20	$57.60	$60.80	$64.80	
		MO			$120.06	$125.28	$132.24	$140.94	
		YR			$1,440.72	$1,503.36	$1,586.88	$1,691.28	
	2% ED	BW			$109.60	$116.00	$122.40	$128.80	
		MO			$238.38	$252.30	$266.22	$280.14	
		YR			$2,860.56	$3,027.60	$3,194.64	$3,361.68	
	3% ED	BW			$164.80	$173.60	$183.20	$193.60	
		MO			$358.44	$377.58	$398.46	$421.08	
		YR			$4,301.28	$4,530.96	$4,781.52	$5,052.96	
13 Battalion Chief	Regular Pay	BW			$5,900.00	$6,228.00	$6,577.60	$6,940.00	
(Special Duty)		MO			$12,832.50	$13,545.90	$14,306.28	$15,094.50	
2152		YR			$153,990.00	$162,550.80	$171,675.36	$181,134.00	
	1% ED	BW			$59.20	$62.40	$65.60	$69.60	
		MO			$128.76	$135.72	$142.68	$151.38	
		YR			$1,545.12	$1,628.64	$1,712.16	$1,816.56	
	2% ED	BW			$118.40	$124.80	$131.20	$139.20	
		MO			$257.52	$271.44	$285.36	$302.76	
		YR			$3,090.24	$3,257.28	$3,424.32	$3,633.12	
	3% ED	BW			$176.80	$187.20	$197.60	$208.00	
		MO			$384.54	$407.16	$429.78	$452.40	
		YR			$4,614.48	$4,885.92	$5,157.36	$5,428.80	
	2.75%	BW			$162.40	$171.20	$180.80	$191.20	
	3 YRS SD	MO			$353.22	$372.36	$393.24	$415.86	
		YR			$4,238.64	$4,468.32	$4,718.88	$4,990.32	

APPENDIX C
FIRE CHIEF OFFICERS - MOU 22
OPERATIVE JULY 9, 2017

			1	2	3	4	5	6	7
15 Assistant Chief	Regular Pay	BW			$6,579.20	$6,944.80	$7,333.60	$7,743.20	
(Platoon Duty)		MO			$14,309.76	$15,104.94	$15,950.58	$16,841.46	
2166		YR			$171,717.12	$181,259.28	$191,406.96	$202,097.52	
	1% ED	BW			$65.60	$69.60	$73.60	$77.60	
		MO			$142.68	$151.38	$160.08	$168.78	
		YR			$1,712.16	$1,816.56	$1,920.96	$2,025.36	
	2% ED	BW			$131.20	$139.20	$146.40	$155.20	
		MO			$285.36	$302.76	$318.42	$337.56	
		YR			$3,424.32	$3,633.12	$3,821.04	$4,050.72	
	3% ED	BW			$197.60	$208.00	$220.00	$232.00	
		MO			$429.78	$452.40	$478.50	$504.60	
		YR			$5,157.36	$5,428.80	$5,742.00	$6,055.20	
16 Assistant Chief	Regular Pay	BW			$7,079.20	$7,473.60	$7,891.20	$8,332.80	
(Special Duty)		MO			$15,397.26	$16,255.08	$17,163.36	$18,123.84	
2166		YR			$184,767.12	$195,060.96	$205,960.32	$217,486.08	
	1% ED	BW			$70.40	$74.40	$79.20	$83.20	
		MO			$153.12	$161.82	$172.26	$180.96	
		YR			$1,837.44	$1,941.84	$2,067.12	$2,171.52	
	2% ED	BW			$141.60	$149.60	$157.60	$166.40	
		MO			$307.98	$325.38	$342.78	$361.92	
		YR			$3,695.76	$3,904.56	$4,113.36	$4,343.04	
	3% ED	BW			$212.00	$224.00	$236.80	$249.60	
		MO			$461.10	$487.20	$515.04	$542.88	
		YR			$5,533.20	$5,846.40	$6,180.48	$6,514.56	
	2.75%	BW			$194.40	$205.60	$216.80	$228.80	
	3 YRS SD	MO			$422.82	$447.18	$471.54	$497.64	
		YR			$5,073.84	$5,366.16	$5,658.48	$5,971.68	

APPENDIX C
FIRE CHIEF OFFICERS - MOU 22
OPERATIVE JULY 9, 2017

			1	2	3	4	5	6	7
18 Deputy Chief 2176	Regular Pay	BW			$7,743.20	$8,175.20	$8,631.20	$9,111.20	$9,620.00
		MO			$16,841.46	$17,781.06	$18,772.86	$19,816.86	$20,923.50
		YR			$202,097.52	$213,372.72	$225,274.32	$237,802.32	$251,082.00
	1% ED	BW			$77.60	$81.60	$86.40	$91.20	$96.00
		MO			$168.78	$177.48	$187.92	$198.36	$208.80
		YR			$2,025.36	$2,129.76	$2,255.04	$2,380.32	$2,505.60
	2% ED	BW			$155.20	$163.20	$172.80	$182.40	$192.80
		MO			$337.56	$354.96	$375.84	$396.72	$419.34
		YR			$4,050.72	$4,259.52	$4,510.08	$4,760.64	$5,032.08
	3% ED	BW			$232.00	$245.60	$259.20	$273.60	$288.80
		MO			$504.60	$534.18	$563.76	$595.08	$628.14
		YR			$6,055.20	$6,410.16	$6,765.12	$7,140.96	$7,537.68
19 Deputy Chief (Geographic Bureau) 2176	Regular Pay	BW			$8,175.20	$8,631.20	$9,111.20	$9,620.00	$10,156.80
		MO			$17,781.06	$18,772.86	$19,816.86	$20,923.50	$22,091.04
		YR			$213,372.72	$225,274.32	$237,802.32	$251,082.00	$265,092.48
	1% ED	BW			$81.60	$86.40	$91.20	$96.00	$101.60
		MO			$177.48	$187.92	$198.36	$208.80	$220.98
		YR			$2,129.76	$2,255.04	$2,380.32	$2,505.60	$2,651.76
	2% ED	BW			$163.20	$172.80	$182.40	$192.80	$203.20
		MO			$354.96	$375.84	$396.72	$419.34	$441.96
		YR			$4,259.52	$4,510.08	$4,760.64	$5,032.08	$5,303.52
	3% ED	BW			$245.60	$259.20	$273.60	$288.80	$304.80
		MO			$534.18	$563.76	$595.08	$628.14	$662.94
		YR			$6,410.16	$6,765.12	$7,140.96	$7,537.68	$7,955.28

APPENDIX C
FIRE CHIEF OFFICERS - MOU 22
OPERATIVE JULY 9, 2017

			1	2	3	4	5	6	7
21 Deputy Chief	Regular Pay	BW			$9,111.20	$9,620.00	$10,156.80	$10,723.20	$11,319.20
(Emergency		MO			$19,816.86	$20,923.50	$22,091.04	$23,322.96	$24,619.26
Operations)		YR			$237,802.32	$251,082.00	$265,092.48	$279,875.52	$295,431.12
(Administrative									
Operations)	1% ED	BW			$91.20	$96.00	$101.60	$107.20	$112.80
2176		MO			$198.36	$208.80	$220.98	$233.16	$245.34
		YR			$2,380.32	$2,505.60	$2,651.76	$2,797.92	$2,944.08
	2% ED	BW			$182.40	$192.80	$203.20	$214.40	$226.40
		MO			$396.72	$419.34	$441.96	$466.32	$492.42
		YR			$4,760.64	$5,032.08	$5,303.52	$5,595.84	$5,909.04
	3% ED	BW			$273.60	$288.80	$304.80	$321.60	$339.20
		MO			$595.08	$628.14	$662.94	$699.48	$737.76
		YR			$7,140.96	$7,537.68	$7,955.28	$8,393.76	$8,853.12

APPENDIX D
FIRE CHIEF OFFICERS - MOU 22
OPERATIVE JANUARY 7, 2018

			1	2	3	4	5	6	7
12 Battalion Chief	Regular Pay	BW			$5,590.40	$5,904.80	$6,232.80	$6,582.40	
(Platoon Duty)		MO			$12,159.12	$12,842.94	$13,556.34	$14,316.72	
2152		YR			$145,909.44	$154,115.28	$162,676.08	$171,800.64	
	1% ED	BW			$56.00	$59.20	$62.40	$65.60	
		MO			$121.80	$128.76	$135.72	$142.68	
		YR			$1,461.60	$1,545.12	$1,628.64	$1,712.16	
	2% ED	BW			$112.00	$118.40	$124.80	$132.00	
		MO			$243.60	$257.52	$271.44	$287.10	
		YR			$2,923.20	$3,090.24	$3,257.28	$3,445.20	
	3% ED	BW			$168.00	$176.80	$187.20	$197.60	
		MO			$365.40	$384.54	$407.16	$429.78	
		YR			$4,384.80	$4,614.48	$4,885.92	$5,157.36	
13 Battalion Chief	Regular Pay	BW			$6,018.40	$6,352.80	$6,708.80	$7,079.20	
(Special Duty)		MO			$13,090.02	$13,817.34	$14,591.64	$15,397.26	
2152		YR			$157,080.24	$165,808.08	$175,099.68	$184,767.12	
	1% ED	BW			$60.00	$63.20	$67.20	$70.40	
		MO			$130.50	$137.46	$146.16	$153.12	
		YR			$1,566.00	$1,649.52	$1,753.92	$1,837.44	
	2% ED	BW			$120.00	$127.20	$134.40	$141.60	
		MO			$261.00	$276.66	$292.32	$307.98	
		YR			$3,132.00	$3,319.92	$3,507.84	$3,695.76	
	3% ED	BW			$180.80	$190.40	$201.60	$212.00	
		MO			$393.24	$414.12	$438.48	$461.10	
		YR			$4,718.88	$4,969.44	$5,261.76	$5,533.20	
	2.75%	BW			$165.60	$174.40	$184.80	$194.40	
	3 YRS SD	MO			$360.18	$379.32	$401.94	$422.82	
		YR			$4,322.16	$4,551.84	$4,823.28	$5,073.84	

APPENDIX D
FIRE CHIEF OFFICERS - MOU 22
OPERATIVE JANUARY 7, 2018

			1	2	3	4	5	6	7
15 Assistant Chief	Regular Pay	BW			$6,710.40	$7,084.00	$7,480.00	$7,898.40	
(Platoon Duty)		MO			$14,595.12	$15,407.70	$16,269.00	$17,179.02	
2166		YR			$175,141.44	$184,892.40	$195,228.00	$206,148.24	
	1% ED	BW			$67.20	$71.20	$75.20	$79.20	
		MO			$146.16	$154.86	$163.56	$172.26	
		YR			$1,753.92	$1,858.32	$1,962.72	$2,067.12	
	2% ED	BW			$134.40	$141.60	$149.60	$157.60	
		MO			$292.32	$307.98	$325.38	$342.78	
		YR			$3,507.84	$3,695.76	$3,904.56	$4,113.36	
	3% ED	BW			$201.60	$212.80	$224.80	$236.80	
		MO			$438.48	$462.84	$488.94	$515.04	
		YR			$5,261.76	$5,554.08	$5,867.28	$6,180.48	
16 Assistant Chief	Regular Pay	BW			$7,220.80	$7,623.20	$8,048.80	$8,499.20	
(Special Duty)		MO			$15,705.24	$16,580.46	$17,506.14	$18,485.76	
2166		YR			$188,462.88	$198,965.52	$210,073.68	$221,829.12	
	1% ED	BW			$72.00	$76.00	$80.80	$84.80	
		MO			$156.60	$165.30	$175.74	$184.44	
		YR			$1,879.20	$1,983.60	$2,108.88	$2,213.28	
	2% ED	BW			$144.80	$152.80	$160.80	$169.60	
		MO			$314.94	$332.34	$349.74	$368.88	
		YR			$3,779.28	$3,988.08	$4,196.88	$4,426.56	
	3% ED	BW			$216.80	$228.80	$241.60	$255.20	
		MO			$471.54	$497.64	$525.48	$555.06	
		YR			$5,658.48	$5,971.68	$6,305.76	$6,660.72	
	2.75%	BW			$198.40	$209.60	$221.60	$233.60	
	3 YRS SD	MO			$431.52	$455.88	$481.98	$508.08	
		YR			$5,178.24	$5,470.56	$5,783.76	$6,096.96	

APPENDIX D
FIRE CHIEF OFFICERS - MOU 22
OPERATIVE JANUARY 7, 2018

			1	2	3	4	5	6	7
18 Deputy Chief 2176	Regular Pay	BW			$7,898.40	$8,338.40	$8,804.00	$9,293.60	$9,812.80
		MO			$17,179.02	$18,136.02	$19,148.70	$20,213.58	$21,342.84
		YR			$206,148.24	$217,632.24	$229,784.40	$242,562.96	$256,114.08
	1% ED	BW			$79.20	$83.20	$88.00	$92.80	$98.40
		MO			$172.26	$180.96	$191.40	$201.84	$214.02
		YR			$2,067.12	$2,171.52	$2,296.80	$2,422.08	$2,568.24
	2% ED	BW			$157.60	$166.40	$176.00	$185.60	$196.00
		MO			$342.78	$361.92	$382.80	$403.68	$426.30
		YR			$4,113.36	$4,343.04	$4,593.60	$4,844.16	$5,115.60
	3% ED	BW			$236.80	$250.40	$264.00	$279.20	$294.40
		MO			$515.04	$544.62	$574.20	$607.26	$640.32
		YR			$6,180.48	$6,535.44	$6,890.40	$7,287.12	$7,683.84
19 Deputy Chief (Geographic Bureau) 2176	Regular Pay	BW			$8,338.40	$8,804.00	$9,293.60	$9,812.80	$10,360.00
		MO			$18,136.02	$19,148.70	$20,213.58	$21,342.84	$22,533.00
		YR			$217,632.24	$229,784.40	$242,562.96	$256,114.08	$270,396.00
	1% ED	BW			$83.20	$88.00	$92.80	$98.40	$104.00
		MO			$180.96	$191.40	$201.84	$214.02	$226.20
		YR			$2,171.52	$2,296.80	$2,422.08	$2,568.24	$2,714.40
	2% ED	BW			$166.40	$176.00	$185.60	$196.00	$207.20
		MO			$361.92	$382.80	$403.68	$426.30	$450.66
		YR			$4,343.04	$4,593.60	$4,844.16	$5,115.60	$5,407.92
	3% ED	BW			$250.40	$264.00	$279.20	$294.40	$311.20
		MO			$544.62	$574.20	$607.26	$640.32	$676.86
		YR			$6,535.44	$6,890.40	$7,287.12	$7,683.84	$8,122.32

APPENDIX D
FIRE CHIEF OFFICERS - MOU 22
OPERATIVE JANUARY 7, 2018

			1	2	3	4	5	6	7
21 Deputy Chief	Regular Pay	BW			$9,293.60	$9,812.80	$10,360.00	$10,937.60	$11,545.60
(Emergency		MO			$20,213.58	$21,342.84	$22,533.00	$23,789.28	$25,111.68
Operations)		YR			$242,562.96	$256,114.08	$270,396.00	$285,471.36	$301,340.16
(Administrative									
Operations)	1% ED	BW			$92.80	$98.40	$104.00	$109.60	$115.20
2176		MO			$201.84	$214.02	$226.20	$238.38	$250.56
		YR			$2,422.08	$2,568.24	$2,714.40	$2,860.56	$3,006.72
	2% ED	BW			$185.60	$196.00	$207.20	$218.40	$231.20
		MO			$403.68	$426.30	$450.66	$475.02	$502.86
		YR			$4,844.16	$5,115.60	$5,407.92	$5,700.24	$6,034.32
	3% ED	BW			$279.20	$294.40	$311.20	$328.00	$346.40
		MO			$607.26	$640.32	$676.86	$713.40	$753.42
		YR			$7,287.12	$7,683.84	$8,122.32	$8,560.80	$9,041.04

APPENDIX E
FIRE CHIEF OFFICERS - MOU 22
OPERATIVE JULY 8, 2018

			1	2	3	4	5	6	7
12 Battalion Chief	Regular Pay	BW			$5,702.40	$6,023.20	$6,357.60	$6,714.40	
(Platoon Duty)		MO			$12,402.72	$13,100.46	$13,827.78	$14,603.82	
2152		YR			$148,832.64	$157,205.52	$165,933.36	$175,245.84	
	1% ED	BW			$56.80	$60.00	$63.20	$67.20	
		MO			$123.54	$130.50	$137.46	$146.16	
		YR			$1,482.48	$1,566.00	$1,649.52	$1,753.92	
	2% ED	BW			$114.40	$120.80	$127.20	$134.40	
		MO			$248.82	$262.74	$276.66	$292.32	
		YR			$2,985.84	$3,152.88	$3,319.92	$3,507.84	
	3% ED	BW			$171.20	$180.80	$190.40	$201.60	
		MO			$372.36	$393.24	$414.12	$438.48	
		YR			$4,468.32	$4,718.88	$4,969.44	$5,261.76	
13 Battalion Chief	Regular Pay	BW			$6,138.40	$6,480.00	$6,843.20	$7,220.80	
(Special Duty)		MO			$13,351.02	$14,094.00	$14,883.96	$15,705.24	
2152		YR			$160,212.24	$169,128.00	$178,607.52	$188,462.88	
	1% ED	BW			$61.60	$64.80	$68.80	$72.00	
		MO			$133.98	$140.94	$149.64	$156.60	
		YR			$1,607.76	$1,691.28	$1,795.68	$1,879.20	
	2% ED	BW			$122.40	$129.60	$136.80	$144.80	
		MO			$266.22	$281.88	$297.54	$314.94	
		YR			$3,194.64	$3,382.56	$3,570.48	$3,779.28	
	3% ED	BW			$184.00	$194.40	$205.60	$216.80	
		MO			$400.20	$422.82	$447.18	$471.54	
		YR			$4,802.40	$5,073.84	$5,366.16	$5,658.48	
	2.75%	BW			$168.80	$178.40	$188.00	$198.40	
	3 YRS SD	MO			$367.14	$388.02	$408.90	$431.52	
		YR			$4,405.68	$4,656.24	$4,906.80	$5,178.24	

APPENDIX E
FIRE CHIEF OFFICERS - MOU 22
OPERATIVE JULY 8, 2018

			1	2	3	4	5	6	7
15 Assistant Chief	Regular Pay	BW			$6,844.80	$7,225.60	$7,629.60	$8,056.00	
(Platoon Duty)		MO			$14,887.44	$15,715.68	$16,594.38	$17,521.80	
2166		YR			$178,649.28	$188,588.16	$199,132.56	$210,261.60	
	1% ED	BW			$68.80	$72.00	$76.00	$80.80	
		MO			$149.64	$156.60	$165.30	$175.74	
		YR			$1,795.68	$1,879.20	$1,983.60	$2,108.88	
	2% ED	BW			$136.80	$144.80	$152.80	$160.80	
		MO			$297.54	$314.94	$332.34	$349.74	
		YR			$3,570.48	$3,779.28	$3,988.08	$4,196.88	
	3% ED	BW			$205.60	$216.80	$228.80	$241.60	
		MO			$447.18	$471.54	$497.64	$525.48	
		YR			$5,366.16	$5,658.48	$5,971.68	$6,305.76	
16 Assistant Chief	Regular Pay	BW			$7,365.60	$7,776.00	$8,209.60	$8,668.80	
(Special Duty)		MO			$16,020.18	$16,912.80	$17,855.88	$18,854.64	
2166		YR			$192,242.16	$202,953.60	$214,270.56	$226,255.68	
	1% ED	BW			$73.60	$77.60	$82.40	$86.40	
		MO			$160.08	$168.78	$179.22	$187.92	
		YR			$1,920.96	$2,025.36	$2,150.64	$2,255.04	
	2% ED	BW			$147.20	$155.20	$164.00	$173.60	
		MO			$320.16	$337.56	$356.70	$377.58	
		YR			$3,841.92	$4,050.72	$4,280.40	$4,530.96	
	3% ED	BW			$220.80	$233.60	$246.40	$260.00	
		MO			$480.24	$508.08	$535.92	$565.50	
		YR			$5,762.88	$6,096.96	$6,431.04	$6,786.00	
	2.75%	BW			$202.40	$213.60	$225.60	$238.40	
	3 YRS SD	MO			$440.22	$464.58	$490.68	$518.52	
		YR			$5,282.64	$5,574.96	$5,888.16	$6,222.24	

APPENDIX E
FIRE CHIEF OFFICERS - MOU 22
OPERATIVE JULY 8, 2018

			1	2	3	4	5	6	7
18 Deputy Chief 2176	Regular Pay	BW			$8,056.00	$8,504.80	$8,980.00	$9,479.20	$10,008.80
		MO			$17,521.80	$18,497.94	$19,531.50	$20,617.26	$21,769.14
		YR			$210,261.60	$221,975.28	$234,378.00	$247,407.12	$261,229.68
	1% ED	BW			$80.80	$84.80	$89.60	$94.40	$100.00
		MO			$175.74	$184.44	$194.88	$205.32	$217.50
		YR			$2,108.88	$2,213.28	$2,338.56	$2,463.84	$2,610.00
	2% ED	BW			$160.80	$170.40	$180.00	$189.60	$200.00
		MO			$349.74	$370.62	$391.50	$412.38	$435.00
		YR			$4,196.88	$4,447.44	$4,698.00	$4,948.56	$5,220.00
	3% ED	BW			$241.60	$255.20	$269.60	$284.00	$300.00
		MO			$525.48	$555.06	$586.38	$617.70	$652.50
		YR			$6,305.76	$6,660.72	$7,036.56	$7,412.40	$7,830.00
19 Deputy Chief (Geographic Bureau) 2176	Regular Pay	BW			$8,504.80	$8,980.00	$9,479.20	$10,008.80	$10,567.20
		MO			$18,497.94	$19,531.50	$20,617.26	$21,769.14	$22,983.66
		YR			$221,975.28	$234,378.00	$247,407.12	$261,229.68	$275,803.92
	1% ED	BW			$84.80	$89.60	$94.40	$100.00	$105.60
		MO			$184.44	$194.88	$205.32	$217.50	$229.68
		YR			$2,213.28	$2,338.56	$2,463.84	$2,610.00	$2,756.16
	2% ED	BW			$170.40	$180.00	$189.60	$200.00	$211.20
		MO			$370.62	$391.50	$412.38	$435.00	$459.36
		YR			$4,447.44	$4,698.00	$4,948.56	$5,220.00	$5,512.32
	3% ED	BW			$255.20	$269.60	$284.00	$300.00	$316.80
		MO			$555.06	$586.38	$617.70	$652.50	$689.04
		YR			$6,660.72	$7,036.56	$7,412.40	$7,830.00	$8,268.48

APPENDIX E
FIRE CHIEF OFFICERS - MOU 22
OPERATIVE JULY 8, 2018

			1	2	3	4	5	6	7
21 Deputy Chief	Regular Pay	BW			$9,479.20	$10,008.80	$10,567.20	$11,156.00	$11,776.80
(Emergency		MO			$20,617.26	$21,769.14	$22,983.66	$24,264.30	$25,614.54
Operations)		YR			$247,407.12	$261,229.68	$275,803.92	$291,171.60	$307,374.48
(Administrative									
Operations)	1% ED	BW			$94.40	$100.00	$105.60	$111.20	$117.60
2176		MO			$205.32	$217.50	$229.68	$241.86	$255.78
		YR			$2,463.84	$2,610.00	$2,756.16	$2,902.32	$3,069.36
	2% ED	BW			$189.60	$200.00	$211.20	$223.20	$235.20
		MO			$412.38	$435.00	$459.36	$485.46	$511.56
		YR			$4,948.56	$5,220.00	$5,512.32	$5,825.52	$6,138.72
	3% ED	BW			$284.00	$300.00	$316.80	$334.40	$353.60
		MO			$617.70	$652.50	$689.04	$727.32	$769.08
		YR			$7,412.40	$7,830.00	$8,268.48	$8,727.84	$9,228.96

APPENDIX F
FAMILY AND MEDICAL LEAVE

It is the intent of the parties that the provisions and administration of this Appendix 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 this MOU:

A. Authorization for Leave

Up to four (4) months (nine (9) 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 Appendix if the employee has a serious health condition that makes the employee unable to perform the functions of the employee's position.

Leave under the provisions of this Appendix shall be limited to four (4) months (nine (9) 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 would begin the first day of leave taken under the provisions of this Appendix after completion of the previous 12-month period.

Exception: Under the provisions of this Appendix, a pregnant employee may be eligible for up to four months (nine (9) pay periods) for childbirth disability and up to an additional four months (nine (9) pay periods) for the purpose of bonding. (See Sections D.1 and D.6).

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. Any employee claiming a domestic partner for purposes of this Appendix shall have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner.

3. Parent means a biological, step, adoptive or foster parent, an individual who stands or stood in *loco parentis* to an employee, or a 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 a parent of an employee, the person 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 Appendix shall apply to employees 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 (9) 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 Appendix 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 is 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. Whereas bonding leave for the pregnant employee may be taken before or after delivery, bonding leave for the non-pregnant employee shall be taken on or after the anticipated delivery or placement date of the child except as may be necessary under Section D.2 "Adoption." (The administration of such leave shall be in accordance with Section C.2 of this Appendix).

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 or under the supervision of a health care provider; or

   c. Any period of incapacity (or treatment resulting therefrom) due to a chronic serious health conditions; 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 therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity for 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 Appendix 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 leave schedule must attempt to schedule their leave as not to disrupt the Department's operations. Management may require the employee to transfer temporarily to an available alternative position with equivalent compensation for which the employee is qualified 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 Appendix during the same 12-month period, a new request must be submitted.

8. A personal leave of absence beyond the four (4) month (nine (9) pay period) leave provided in this Appendix may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.

9. Management has the right to request and verify the certification of a serious health condition by a healthcare provider for a leave under the provisions of this Appendix. Management shall allow the employee at least 15 calendar days to obtain the medical certification.

10. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

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 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 may designate 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. The employee will be notified if such designation is made by management.

F. **Applicable Time Off**

Employees who are granted leave in accordance with this Appendix 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, Surrogacy, 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 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 described in b. below.

   b. Accrued vacation 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., F.2. and F.3. 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 Appendix, Management shall continue the City's health and dental plan subsidies. Employees shall be eligible for such continued subsidy for a maximum of nine (9) pay periods from the qualifying date of the family or medical leave, including the paid and unpaid portion of the leave. 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.

Any employee who desires to be covered by these health subsidy continuation provisions must make the appropriate request to the following:

Employee Benefits Office
Personnel Department

I. **Monitoring**

Management shall maintain such records as are required to monitor the usage of family leave as defined in this Appendix.