

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

**THIS MEMORANDUM OF UNDERSTANDING made and entered into
this 4th day of November, 2024.**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND THE

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

June 30, 2024 – June 30, 2028

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1.0 UNION RECOGNITION AND GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

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

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

ARTICLE 1.2 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

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

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

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

ARTICLE 1.3 PARTIES TO MEMORANDUM OF UNDERSTANDING

This MOU is entered into by the City Administrative Officer ("CAO") as the authorized management representative of the City of Los Angeles as designated under Los Angeles Administrative Code ("LAAC") section 4.870.a.(1) and the authorized management representatives of the Los Angeles Fire Department ("Department"), and authorized representatives of UFLAC.

ARTICLE 1.4 PROVISIONS OF LAW AND SEPARABILITY

- A. The Union, the Department, and the CAO mutually understand and agree that this MOU is subject to all applicable Federal and State Laws, City ordinances and

regulations, the Charter of the City of Los Angeles, and any applicable rules and regulations enacted by the City's Civil Service Commission, ERB, or similar independent commissions or boards of the City. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State, or local laws or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulation and the remainder of this MOU shall not be affected thereby.

- B. If any term or provisions of this MOU is found to be unlawful, the Union, the CAO and Management shall meet and confer as soon as possible thereafter regarding any revisions or amendments thereto.

ARTICLE 1.5 NON-DISCRIMINATION

The Union and Management mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of age (40 and above), ancestry, color, disability (physical and mental, including HIV and AIDS), gender identity and/or expression, genetic information, LGBTQ+ identity, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military or veteran status, national or ethnic origin, race, religion or creed (includes religious dress and grooming practices), sex or gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), reproductive health decision making, sexual orientation, political activities or political affiliation, or any other characteristic protected under applicable federal, state or local laws, or retaliation for having filed a discrimination complaint, for participating in a discrimination investigation or for opposing discrimination

ARTICLE 1.6 TERM

The term of this MOU shall commence on the date when the terms and conditions of its effectiveness, as set forth in Article 1.2, Implementation of Memorandum of Understanding, are fully met, but in no event shall said MOU become operative prior to 12:01 a.m. on June 30, 2024. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2028, except where specifically noted.

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

ARTICLE 1.7 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

A written request to commence meet and confer sessions for a successor MOU shall be submitted by the requesting party starting no earlier than October of the year prior to when the MOU expires, pursuant to the expiration date listed in Article 1.6, Term. Meet and confer sessions shall begin by mutual agreement of both parties.

ARTICLE 1.8 UNIT MEMBERSHIP LIST

Management will provide the Union in writing and on an electronic medium, within thirty (30) calendar days from the effective date of this MOU and each thirty (30) calendar days thereafter, an accurate and updated alphabetized list of employee names subject to this MOU, their employee number, class title, home address, work, home and cell phone numbers, personal email address, work location and assignment. Once the bargaining unit members' personal information is provided to the Union, the Union will assume responsibility to properly secure it. The Union shall indemnify and hold harmless the City for any claims made by a bargaining Unit member for the loss, alleged improper use, or unauthorized release of their personal information by UFLAC.

ARTICLE 1.9 PAYROLL DEDUCTIONS AND DUES

- A. Payroll deductions as may be properly requested and lawfully permitted will be deducted from each employee's paycheck by the Controller biweekly, in twenty-four (24) increments annually from the salary of each employee in the unit where the Union has provided in writing to the Controller a list or individual notice of those individuals from whom Union-related deduction(s) should be lawfully taken. This list or notice shall constitute certification by the Union that the Union has and will maintain an authorization signed by the individual employee or employees from whose salary or wages the deductions are to be taken. Any amendment may be made by the Union in a complete list or individually.
- B. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees hereunder shall be made to the Union by the City Controller within thirty (30) work days after the conclusion of the payroll period in which said dues and/or deductions were deducted. For each pay period, the City Controller shall provide the Union with an electronic report itemizing each deduction for each employee.
- C. Notwithstanding any provisions of LAAC Section 4.203 to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the Union will not be accepted by the Controller. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
- D. A fee of nine cents (\$.09) per deduction may be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees on a biweekly basis. Such fee shall not be applicable to health benefits provided by UFLAC or the Los Angeles Firemen's Relief Association or to dental, life insurance and long-term disability insurance benefits provided by UFLAC.

Except for errors caused by the City, the Union agrees to indemnify and hold harmless

the City for any loss or damages arising from the operation of this Article.

ARTICLE 1.10 ACTIONS BY THE EMPLOYEE RELATIONS BOARD

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

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

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

At least three (3) business days prior to the effective date of any changes to the Manual of Operations, the Rules and Regulations, bulletins, or other rules affecting personnel practices or other conditions of employment, the Department shall provide the Union with electronic notification of the change(s). The Department shall make the notice to a UFLAC email address dedicated for this purpose. The President of the Union or their designee shall provide an electronic acknowledgement of receipt of the notice.

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

The Department shall issue a notice on the Department Intranet to alert employees when negotiated changes are made.

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

ARTICLE 1.12 BULLETIN BOARDS

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

workplace, the Employee Relations Officer shall resolve all conflicts. The Department will also provide a link on the Department's Intranet to UFLAC's website.

ARTICLE 1.13 SURVEYS

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

ARTICLE 1.14 DEFINITION OF "BUSINESS DAY"

The term "business day" as used in this MOU shall mean Monday through Friday, excluding Saturdays, Sundays, and City Holidays as defined in LAAC 4.119.

ARTICLE 1.15 FULL UNDERSTANDING

- A. The Union and Management acknowledge that during the meet and confer process, each had the unlimited right and the opportunity to make demands and proposals on any subject within the scope of representation and that this MOU constitutes the full and entire understanding of the parties regarding all such demands and proposals. The parties mutually understand that agreements contained in any expired MOU are hereby superseded or terminated.
- B. The Association, the Department, and Management mutually understand and agree that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with implementation provisions of this MOU.
- C. The parties mutually agree that this MOU may not be opened at any time during its terms for any reason, except by mutual written consent of the parties.

ARTICLE 1.16 OBLIGATION TO SUPPORT

The parties agree that when they reach a full tentative agreement and prior to the implementation of the successor MOU, 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 Union, the Department nor the City, 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 1.17 CITY MANAGEMENT RIGHTS

- A. Responsibility for management of the City and direction of its work force is vested in City officials and department heads whose powers and duties are specified by law. In order to fulfill this responsibility, the Mayor of the City of Los Angeles, the City Council, the Department, and the City have the exclusive right to: determine the mission of its constituent departments, offices, and boards; set standards of services to be offered to the public; exercise control and discretion over the City's organization and operations; select, promote, transfer, assign and/or discipline employees for cause; relieve City employees from duty due to lack of work or other legitimate reasons; determine the methods, means, and personnel by which the City's operations are to be conducted; take all necessary actions to maintain uninterrupted service to the community; and, execute its mission in emergencies. However, the exercise of these rights by the City must be in conformance with the Meyers-Miliias-Brown Act, LA City Employee Relations Ordinance, the terms of this MOU and any other agreement between the parties.
- B. Nothing contained in this Article shall be deemed to amend the Articles in Section 2.0, Grievances.

ARTICLE 1.18 CITY-UNION RELATIONSHIP

A. Continuity of Service to the Public

The City of Los Angeles is engaged in public services requiring continuous operations that are necessary to maintain the health and safety of all citizens, including constant staffing. The obligation to maintain these public services is imposed upon the City and the Union during the term of this MOU.

B. Mutual Pledge of Accord

- 1. Inherent in the relationship between the City and its employees is the obligation of the City to deal justly and fairly with its employees and of the employees to cooperate with their fellow employees and the City in the performance of its public service obligation.
- 2. The purpose of this MOU is to promote and ensure harmonious relations, cooperation, and understanding between the City and the employees represented by the Union and to establish and maintain proper standards of wages, hours, and other terms and conditions of employment.

C. No Strike–No Lockout

- 1. In consideration of the mutual desire of the Union, the Department, and the City to promote and ensure harmonious relations and in consideration of

continuity of service to the public and the Mutual Pledge of Accord, the City stipulates that there shall be no lockout, or the equivalent, of members of the Union, and the Union and its members stipulate that there shall be no strike by the members during the term of this MOU. Should such a strike or action by Union members occur, the Union shall immediately instruct its members to return to work. The curtailing of operations by the City in whole or part for operational or economic reasons shall not be construed as a lockout.

2. The provisions of this paragraph shall not detract in any way from any restrictions imposed by law on strikes and other types of work stoppages by public employees.

2.0 PERSONNEL AND GRIEVANCE MATTERS

ARTICLE 2.1 GRIEVANCE PROCEDURE

Section I – Definition

A grievance is defined as any dispute concerning the interpretation or application of this MOU, the Manual of Operations, departmental rules and regulations, bulletins, personnel practices, other rules, conditions of employment, or working conditions. See Grievance Procedure LOA. The following items are not grievable:

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

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

Section II – Responsibilities and Rights

1. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided under Section 1060 of the City Charter. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair employee relations practice under the jurisdiction of the Employee Relations Board, the employee may elect to pursue the matter under either the grievance procedure herein provided, or by action before the Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.
2. No grievant shall lose their right to process their grievance because of Management imposed limitations in scheduling meetings.

3. The grievant has the responsibility to discuss their grievance informally with their immediate supervisor. The immediate supervisor will, upon a specific request of a grievant, discuss the grievance with them at a mutually satisfactory time. The grievant may be represented by a representative of their choice in the informal discussion with their immediate supervisor and in all formal review levels.
4. The steps and time limits between steps of the grievance procedure provided herein may be extended or waived only by mutual agreement.
5. The Department shall notify the Union in writing of any formal grievance filed by an employee and shall schedule the grievance meeting at a date and time that is mutually convenient to the Department, the Union and the grievant within the prescribed time limits. The Union shall have the right to be present in each formal review level. The Union will be notified of the filing and resolution of all formal grievances.
6. Settlements, withdrawals, or other resolutions of grievances shall be non-precedent setting unless mutually agreed upon in writing by the Union and the Department.
7. Grievance documents may be served by electronic mail or personal service.

Section III – Procedure

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

Step 1 - Informal Discussion

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

The immediate supervisor shall notify the grievant and process the appropriate documentation within fifteen (15) calendar days following their meeting with the grievant. A copy of the written decision and statement of facts shall be provided to the Union President and to the designated Union representative, if one has been designated. Failure of the immediate supervisor (or in their absence, the next supervisor in the Chain of Command) to respond within such time limit shall entitle the grievant to process their grievance at the next step.

Step 2 - Chief Officers' Level of Review

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

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

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

If such written notice is served, the designated Chief Officer shall meet with the grievant and their representative, if any, within fifteen (15) calendar days from the date of service. Following the meeting, the designated Chief Officer will discuss the merits of the grievance with their Chief Officer and a joint written decision and statement of the facts (Form-226C or a form deemed to be the equivalent by the Department) on behalf of both Chief Officers shall be rendered and provided to the grievant within fifteen (15) calendar days of the meeting with the grievant. A copy of the written decision and statement of facts shall be provided to the Union President and to the designated Union representative, if one has been designated. Failure of Management to respond within such time limit shall entitle the grievant to process their grievance at the next level of review.

Step 3 - Fire Chief's Level of Review

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

Step 4 - Mediation (optional)

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

The role of the mediator should be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal. Court reporters shall not be allowed, the rules of evidence shall not apply, and no record shall be made. The mediator shall determine whether witnesses are necessary in the conduct of the proceedings.

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

Step 5 - Arbitration

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

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

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

Section IV – Procedure Following a Board of Rights

If a member wishes to appeal a decision made by the Board of Rights (“Board”), notwithstanding LAAC Section 4.865, a grievance filed following a decision by a Board shall be submitted directly to Step 3 (Fire Chief’s Level) within fifteen (15) calendar days following the decision of the Board of Rights. If the written decision at Step 3 or mediation does not settle the grievance, the grievance may be submitted for arbitration. The request for arbitration must be filed with the Employee Relations Board within fifteen (15) calendar days following the date of receipt of the Step 3 grievance response or completion of the mediation process. Failure of the grievant to process the grievance or serve such written request for arbitration within the prescribed time periods shall constitute waiver of the grievance.

A grievance appealing the decision of a Board of Rights shall not stay or delay implementation of the Board’s decision.

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. The decision of an arbitrator resulting from any arbitration hereunder shall be binding upon the parties.

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

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

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

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

If the written decision from the Fire Chief, or designee, does not settle the grievance, the agreed upon procedure as set forth under Step 5 of Section III of this Article shall apply.

Section VI – Procedure for Expedited Arbitration

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

ARTICLE 2.2 GRIEVANCE REPRESENTATION

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

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

The grievant and their representative may have a reasonable amount of paid time off for this purpose. However, said representative will receive paid time off only if they are a member of the same Union as the grievant and have been designated as a grievance representative.

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

ARTICLE 2.3 PERSONNEL FOLDERS

A. Adverse Comments/Performance Evaluations

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

B. Review of Personnel Folder

1. An employee, without loss of pay, shall be entitled to review the contents of their Department personnel folder, upon request, during hours when the Department's Personnel Office is normally open for business. Such review shall not interfere with the normal business of the Department.
2. An employee may designate a representative to review their Department personnel folder, under the conditions outlined above, by signing a Designation and Release From Liability Form that will be provided by the Department.
3. If, after examination of their official Department personnel folder, an employee believes that any portion of the material is mistakenly or unlawfully placed in the folder, the employee may request that the mistaken or unlawful portion be corrected or deleted. The request must be in writing. Any request made pursuant to this provision shall include a statement by the employee describing the corrections or deletions from the personnel folder requested and the reasons supporting those corrections or deletions. A statement submitted pursuant to this provision shall become part of the personnel folder. The Department shall notify the employee of its decision within thirty (30) calendar days of receipt of the request.

C. Obtaining Copies of Documents in Personnel Folder

1. An employee shall be provided a copy of documents, free of charge, before such documents are forwarded for inclusion in their Department personnel folder.
2. An employee may make a request to the Department's Personnel Office for copies of documents in their official Department personnel folder. The Personnel Office shall provide copies to the employee while the employee is present in the Personnel Office. However, if the Personnel Office is unable to do so, the Personnel Office shall provide the copies to the employee within a reasonable time period based on the workload of the Personnel Office at the time of the request. The employee shall pay the copying charges.

D. Notification to Employee

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

ARTICLE 2.4 INVESTIGATION NOTIFICATION

Section I – Notice of Investigation

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

Section II – Right to Representation

Prior to conducting any investigatory interview with an employee, the Department shall inform the employee of their right to representation. It is the employee's responsibility to secure the attendance of their chosen representative at the interview. If they are 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 Union, 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 Union 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 they will not be represented by the Union 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 Union. Whenever practicable, investigatory interviews shall be conducted during the employee's normal work hours without loss of pay.

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

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.
- e. The Department or law enforcement has a valid search warrant.

ARTICLE 2.5 NO-SMOKING

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

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

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

3.0 TIME OFF

ARTICLE 3.1 HOLIDAYS

- A. An employee shall receive fourteen (14) days off in lieu of holidays each calendar year. These days off will be scheduled in accordance with existing practice. Deductions will be made for members who have not been on the payroll for the full fiscal year, in accordance with existing policy.

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

- B. Employees regularly assigned to a 4/10 work schedule 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. An employee who works on one of the holidays specified below shall receive, in addition to the employee's regular compensation for that day, \$7.50 for each hour worked:

Thanksgiving	Christmas Day
Christmas Eve	New Year's Eve

- D. Whenever a special holiday is declared by proclamation of the Mayor with concurrence of the Council, the Fire Chief is hereby authorized to grant to each employee a day off with full pay. Such day off shall be in addition to any other day off authorized and granted each employee under the 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.

ARTICLE 3.2 VACATIONS

- A. An employee shall be entitled to sixteen (16) work days' vacation annually with full pay. An employee, upon the completion of ten (10) years of service in the aggregate, shall be entitled to twenty-four (24) work days' vacation annually with

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

- B. An employee shall be permitted to defer up to the equivalent of two years of 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.
- C. The following provisions shall apply for the purpose of computing years of service in the aggregate in determining eligibility for vacation accrual:
 - 1. An employee shall be deemed to have been in the service of the Department during any period of military service performed by the employee if the employee was entitled to reinstatement as an employee of the Department after such military service and was, in fact, so reinstated.
 - 2. Service of an employee prior to service retirement shall be counted if the employee is reactivated pursuant to any Charter Section providing for return to active duty of a retired employee.
 - 3. 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 Administrative Code.
- D. Employees regularly assigned to a 4/10 work schedule may elect to work and receive cash payment for up to one hundred sixty (160) hours of accrued vacation time during a calendar year. The election by an employee to receive such cash payment shall be subject to the availability of budgeted funds of the Department.
- E. Employees called into active military service (other than temporary military leave) shall continue to accrue vacation 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, an employee may request cash payment of accrued but unused vacation time as of the date of the commencement of their military leave. The request may be for all accrued time or a portion of their accrued time. The request for cash payment must be made prior to the employee's first day of 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

- A. Employees entering City service shall accrue one (1) day of sick leave and one (1) additional day at the end of each subsequent month worked until the pay

period which includes January 1 following the date of hire. Such accrual will be on the first day of the pay period in which the employee's anniversary date falls. Beginning the pay period which includes January 1 following the date of hire, employees shall accrue twelve (12) work days of 100% sick leave, five (5) work days of 75% sick leave, and five (5) work days of 50% sick leave.

- B. Employees who are absent on military leave shall continue to accrue sick leave.
- C. Sick leave may be used for the following purposes which include illness, injury, diagnosis, care, or treatment of a health condition, or preventive care, of an employee.
- D. Employees who become separated from the service by reason of retirement or death will be compensated for any remaining balance of unused accumulated 100% sick leave at the date of separation. Such compensation will be paid to the individual or their estate by cash payment at 100% of the employee's salary rate current at the date of separation, except however, accumulated 100% sick leave hours shall be computed on a Platoon Duty basis for employees in ranks for which a Platoon Duty rate has been established.
- E. Employees shall be allowed to accumulate a maximum of one hundred thirty-six (136) work days of 100% sick leave. Payment for any unused 100% sick leave will be made for hours in excess of one hundred thirty-six (136) work days. The amount of payment will be by cash payment at 100% of the employee's salary rate current at the date of payment. Such payment for any unused sick leave that exceeds one hundred thirty-six (136) work days shall be computed on a Platoon Duty basis for employees in ranks for which a Platoon Duty rate has been established. Employees regularly assigned to a 4/10 work schedule may be allowed to use 100% sick leave not to exceed an aggregate of ninety-six (96) hours in any one calendar year for the purpose of securing preventive medical treatment.
- F. Employees shall use all accrued sick leave with full pay (100%) prior to using sick leave at partial pay (75% then 50%).

ARTICLE 3.4 FAMILY ILLNESS

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

- A. Family illness leave may be used for the following purposes which include illness, injury, diagnosis, care, or treatment of health condition, or preventive care of an employee's designated person or an employee's immediate family member.
- B. Each employee who is absent from work by reason covered by this Article, 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) work days in any one calendar year.

- C. Each employee shall furnish, if required by the Fire Chief, satisfactory documentation to sufficiently justify the absence.
- D. "Immediate Family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, foster parent, stepchild, grandchild, grandparent, stepparent, domestic partner of the employee, a household member (any person residing in the immediate household of the employee at the time of the illness or injury) the following relatives of an employee's domestic partner: child, grandchild, mother and father.
- E. For purposes of this Article, "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests paid sick leave. Employees are limited to only one designated person per 12 month period.
- F. Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership with a named domestic partner. No affidavit is required to secure family illness benefits arising from the illness or injury of a household member.

ARTICLE 3.5 LEAVE FOR REPRODUCTIVE LOSS

- A. Effective January 1, 2024, in compliance with California Government Code Section 12945.6, employees who have been employed for at least 30 calendar days may take up to five (5) days of leave for reproductive loss within three (3) months following a reproductive loss event, as defined below. Said leave shall be taken on assigned work days using the number of hours the employee is usually scheduled to work on those days. Employees shall be allowed to take consecutive or non-consecutive days off. Employees may use unpaid leave, accrued unused sick leave, accrued unused vacation time, or accrued compensatory time off, or any combination thereof for their reproductive loss leave. In the event of an employee experiencing multiple reproductive loss events exceeding four events within a 12-month period, the amount of aggregate time off granted shall not exceed twenty (20) days within a 12-month period.
 - 1. "Reproductive loss event" means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction, defined as follows:
 - a. "Failed adoption" the dissolution or breach of an adoption agreement

with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to an employee who would have been a parent of the adoptee if the adoption had been completed.

- b. “Failed surrogacy” the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to an employee who would have been a parent of a child born as a result of the surrogacy.
- c. “Miscarriage” a miscarriage by an employee, by the employee’s current spouse or domestic partner, or by another individual if the employee would have been a parent of a child born as a result of the pregnancy that ended in miscarriage.
- d. “Stillbirth” a stillbirth resulting from an employee’s pregnancy, the pregnancy of the employee’s current spouse or domestic partner, or another individual, if the employee would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- e. “Unsuccessful assisted reproduction” an unsuccessful round of intrauterine insemination or embryo transfer, which includes gamete and embryo donation, or of an assisted reproductive technology procedure. This event applies to an employee, the employee’s current spouse or domestic partner, or another individual, if the employee would have been a parent of a child born as a result of the pregnancy that was unsuccessful.

B. Notwithstanding Subsection (a) above, when employees are on Family and Medical Leave pursuant to Article 3.10, or any other leave entitlement under State or Federal Law, either prior to or immediately following a reproductive loss event, employees shall complete their reproductive loss leave within three months after the end date of the other leave.

ARTICLE 3.6 DEDUCTIBLE ABSENCES

In computing the accrual of annual vacation and sick leave credits as provided herein, a proportionate deduction shall be made for the following occurrences in the previous calendar year:

1. All uncompensated absences and disciplinary suspensions.
2. All uncompensated time off while on the Workers’ Compensation State Rate.

No period of absence on military leave for the performance of ordered military duty shall be considered an absence for the purpose of this Article.

ARTICLE 3.7 BEREAVEMENT LEAVE

- A. An employee regularly assigned to a 4/10 work schedule shall be entitled to three (3) work days leave of absence of ten (10) hours per day with full pay for a death in the employee's immediate family. An employee regularly assigned to Platoon Duty shall be entitled to two (2) twenty-four (24) hour shifts leave of absence with full pay for such deaths. The days do not have to be consecutive, but must be taken within one (1) year from the date of the death. Each employee shall furnish, if required by the Fire Chief, a death certificate or other satisfactory proof of the death to justify the absence.
- B. An employee regularly assigned to a 4/10 work schedule may, at their option, take off two (2) additional work days of ten (10) hours, and another two (2) work days of ten (10) hours if it is 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.
- C. An employee regularly assigned to Platoon Duty may, at their option, take off one (1) additional twenty-four (24) hour shift, and one (1) additional twenty-four (24) hour shift if it is necessary for the employee to travel out of state (for a total of two [2] additional twenty-four [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) twenty-four (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.
- D. Employees shall not be required to find a guarantor to take bereavement leave or the additional days of leave in conjunction with bereavement leave.
- E. "Immediate family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, foster parent, stepchild, stepparent, grandparents, grandchildren, domestic partner of the employee or any dependent or any relative who resided in the employee's household, a household member (any person residing in the immediate household of the employee at the time of death), and the following relatives of an employee's domestic partner: child, grandchild, mother, and father. Simultaneous, multiple family deaths will be considered as one occurrence.
- F. An employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office,

Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership with a named domestic partner.

ARTICLE 3.8 JURY DUTY

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

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

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

ARTICLE 3.9 TIME OFF FOR UNION REPRESENTATIVES

A. Full Time UFLAC Board Members

1. UFLAC may designate up to five (5) UFLAC board members to take full time off with pay equal to the total amount the employee is earning at the time the leave begins to conduct Union business. The parties acknowledge that full time UFLAC board members so assigned are exempt from Fair Labor Standards Act overtime provisions due to the executive and administrative nature of their assignment; however, full time UFLAC board members on release under this Article shall be compensated for overtime pursuant to Article 6.2., subsection II. (Overtime Compensation for Employees Regularly Assigned to a Special Duty Work Schedule). UFLAC board members so designated shall be assigned to a Special Duty schedule and shall not be required to perform any other duties for the Department.
2. UFLAC shall be credited with 100 hours per pay period for each, but no more than two, full-time release position(s) that are left unfilled. For example, in pay period 1 of FY2024-25, if two of the five full-time positions are unfilled, then the City shall credit UFLAC with 200 hours of paid time off. UFLAC shall be allowed to accumulate the time off during the term of this MOU. Upon the expiration of this MOU, any unused time shall be forfeited.

by UFLAC. Time off under this subsection must be approved by the President of UFLAC or their designee.

B. As-Needed Board Members and Other Employees

In addition to the above, other UFLAC members shall be allowed to take time off with pay, in hourly increments, to conduct Union business. UFLAC acknowledges that any such work is not to be considered hours of work for the City. Such time off may not exceed an aggregate total of 5,000 hours annually. UFLAC will select and provide a rank for rank replacement, to the extent possible, for all Platoon Duty members and members assigned to a Special Duty work schedule (e.g., 4/10, 3/12, 5/40, etc.) on emergency resources (e.g., TEMS, APRU, EMS Supervisor, etc.), taking such time off outside of Scheduled Overtime Duty (SOD) procedures. If no replacement is provided, no time off shall be allowed. UFLAC shall pay the City 100% of the salary rate of the replacement. Employees regularly assigned to a 4/10 work schedule shall be allowed to take time off in hourly increments to conduct Union business subject to the operational needs of the Department. UFLAC shall pay the City the straight time salary rate of the employee.

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

Payment shall be made to the City in an amount to be determined and billed payable to the "City of Los Angeles" and transmitted to the City Administrative Officer on a quarterly basis on October 1st (for the period July 1 through September 30), January 1st (for the period October 1 through December 31st), April 1st (for the period of January 1 through March 31st), and July 1st (for the period April 1st through June 30). The failure of the City to receive reimbursement as stated above, within 45 days of the due date, shall result in the immediate cessation of obligations under this Article and the immediate reassignment of the board members to regular duties for their class and pay level. At the time such payment is received, the obligations under this Article will become fully operative.

The release time described in this Article represents all release time allowed for this Unit with the exception of time off taken pursuant to provisions of State or City law or under other provisions of the MOU.

C. Union Release

In the event a UFLAC member is elected to the Executive Board of the International Association of Firefighters (IAFF), is elected to the Executive Board of the California Professional Firefighters (CPF), and/or serves as a staff member or employee of the IAFF or the CPF (no more than one person at a time may serve as a staff member or employee), that employee will be authorized for full-time release pursuant to this Article regardless of their status as a UFLAC board member, with the exception that such

release shall not count as one of the five (5) board members authorized in Article 3.9 A.1. of this MOU. Such employee shall be assigned to the Fire Chief's Office for timekeeping purposes and will be paid on an 80-hour per pay period basis. The employee shall be paid full compensation, with the exception of Hazard Pay. The parties acknowledge that members to whom this type of release time provision applies are exempt from Fair Labor Standards Act overtime provisions due to the executive and administrative nature of their assignment; however, full time UFLAC board members on release under this Article shall be compensated for overtime pursuant to Article 6.2., subsection II. (Overtime Compensation for Employees Regularly Assigned to a Special Duty Work Schedule).

ARTICLE 3.10 WITNESS DUTY

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

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

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

ARTICLE 3.11 CONTINUING EDUCATION

Licensed paramedics shall attend continuing education courses on an on- or off-duty basis. Employees who successfully renew their State license and Los Angeles County accreditation 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 employee's current straight time rate in effect as of the effective date of the renewal for which the continuing education will be credited. Such payment shall be made within thirty (30) calendar days of notification by the State of California and the County of Los Angeles of successful renewal of State licensure and local accreditation.

ARTICLE 3.12 FAMILY AND MEDICAL LEAVE

A. Provisions of the Family and Medical Leave Act (FMLA) are specified in Appendix E.

B. Paid Parental Time

1. Effective March 24, 2024, up to 480 hours of Paid Parental Time (PPT) shall be available to any eligible employees with a qualifying event. Any bargaining unit member may use up to the maximum amount of time allotted for pregnancy disability and/or to bond with their new child or children during Family and Medical Leave (FML). Use of PPT shall be limited to 480 hours as part of the employee's FML entitlement during each of the employee's 12-month FML anniversary period.
2. PPT shall be available to eligible employees who have experienced one of the following qualifying events:
 - a. Birth of a child or children;
 - b. Disability due to pregnancy;
 - c. Long-term placement of a child or children for foster care;
 - d. Placement of a child or children for adoption; or
 - e. Placement of a child or children for legal guardianship.
3. PPT may be used at the employee's discretion without regard to any other available paid time off balance. All eligible employees with a qualifying event shall receive up to 480 hours of PPT regardless of any other paid time off balances (e.g., sick leave, vacation, compensatory time off, etc.). PPT may be used at the employee's discretion at any time during pregnancy or bonding FML and taken on a continuous or intermittent basis in no less than one (1) hour increments. Employees must conclude PPT within one (1) year of the child's birth or placement. PPT will be administered in the same manner as all other paid time off balances. PPT does not accrue, carry over, or pay out upon retirement or separation from City service.

It is the intent of the parties that the provisions and administration of this Article be in compliance with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1993, and the Pregnancy Disability Leave provisions of the California Fair Employment and Housing Act.

ARTICLE 3.13 BLOOD AND BONE MARROW DRIVES

Employees regularly assigned to a 4/10 work schedule shall be allowed to attend and participate in all City-sponsored blood drives up to two hours on City time. All employees

may take time off with pay to donate bone marrow in accordance with LAAC Section 4.118.

ARTICLE 3.14 ORAL AND WRITTEN PROMOTIONAL EXAMINATIONS

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

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

ARTICLE 3.15 OTHER EXAMINATIONS/CERTIFICATION COURSES

- A. Employees regularly assigned to a 4/10 work schedule shall be granted time off with pay for taking examinations/certification courses under the following conditions:
 - 1. The examination/certification is a condition of employment for the employee's current work assignment;
 - 2. The examination/certification course is scheduled during the employee's regular work hours; and
 - 3. The employee has no input or influence over the scheduling of such exam/certification course.
- B. Employees shall obtain advance approval for such time off from their supervisor.
- C. Employees shall not be granted overtime for taking examinations/certification courses.
- D. The Department shall pay for the examinations/certification courses for employees.

ARTICLE 3.16 HONOR GUARD

The Community Liaison Office (CLO) is responsible for receiving requests for Honor Guard appearances. The CLO will determine the actual number of employees selected to serve as Honor Guard in accordance with the provisions below and with consideration of Department staffing levels. Critical Department staffing shortages or lack of volunteers may require a reduced number of employees selected to serve as Honor Guard. The composition of Honor Guards for appearances not specifically mentioned in this Article will be at the discretion of the CLO.

A. FUNERAL – TYPE I – LINE OF DUTY DEATH

- 1) Minimum of six (6) Honor Guard and three (3) Pipes and Drums. Maximum fifteen (15) Honor Guard and six (6) Pipes and Drums.
- 2) Six (6) Honor Guard and three (3) Pipes and Drums go to the burial site, if applicable.
- 3) If an employee is regularly scheduled to work on the day of the funeral, the employee shall be detailed, on duty, for the duration of the funeral plus reasonable travel time.

B. FUNERAL – ACTIVE DUTY MEMBER (NOT LINE OF DUTY DEATH)

- 1) There shall be a minimum of six (6) members for each Honor Guard and two (2) Pipes and Drums members.
- 2) If an employee is regularly scheduled to work on the day of the funeral, the employee shall be detailed, on duty, for the duration of the funeral plus reasonable travel time.

C. IAFF MEMORIAL

- 1) There shall be a minimum of two (2) Honor Guard members for each Department employee who is presented to the IAFF Memorial.
- 2) Minimum of one (1) Member from Pipes and Drums.
- 3) One (1) Member of Pipes and Drums for every four (4) Honor Guard members deployed.
- 4) Members detailed Thursday through Sunday for travel and event participation. Members will be administratively detailed and credited eight (8) hours of work for regularly-scheduled shifts, and paid eight (8) hours for all non-scheduled work days. All travel and accommodation related expenses shall be the responsibility of the Union.

D. CALIFORNIA FIREFIGHTER MEMORIAL

- 1) There shall be a minimum of (2) Honor Guard members for each Department employee who is presented to the California State Memorial wall.
- 2) In addition, there shall be a minimum of (2) Honor Guard members when LAFD is selected to lead the California Firefighters procession to the Memorial Wall.
- 3) Minimum of one (1) member from Pipes and Drums.
- 4) One (1) member of Pipes and Drums for every four (4) Honor Guard members deployed.
- 5) Members shall be detailed Thursday through Sunday for travel and event participation. Members will be administratively detailed and credited eight (8) hours of work for regularly-scheduled shifts and paid eight (8) hours all non-scheduled work days. All travel and accommodation related expenses shall be the responsibility of the Union.

4.0 INSURANCE

ARTICLE 4.1 HEALTH INSURANCE

- A. The City shall provide a health subsidy per month toward the cost of any UFLAC, Los Angeles Firemen’s Relief Association (LAFRA) or City-sponsored insurance plan approved by the City and the Union. The monthly subsidy amounts shall be in accordance with the table, below:

Effective Date	Employee + Spouse + Family	Employee Only
July 1, 2024	\$1,863.04	\$1,256.92
July 1, 2025	\$1,956.19	\$1,319.77
July 1, 2026	\$2,054.00	\$1,385.76
July 1, 2027	\$2,156.70	\$1,455.05

- B. The City will apply the subsidy first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents under the plan. The definition of a dependent shall include the domestic partner of an employee and the dependents of such domestic partner. Any employee claiming a domestic partner and/or dependents of such domestic partner shall complete a confidential affidavit to be filed with the Employee Benefits Office, Personnel Department, which shall be signed by the employee and the domestic partner, declaring the existence of that domestic partnership.

- 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 their 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 \$200.00 per month deposited in their health savings account under the plan if they get a physical examination under the Wellness Program under Article 9.3 of this MOU. For employee-only coverage, the City will contribute up to the contribution limit authorized under federal law. The additional \$200.00 per month will commence the month after the plan confirms to the City in writing that the employee got the physical examination under the Wellness Program and will continue for a total of 12 months. Employees may qualify for the additional \$200.00 per month for 12 months thereafter if they get annual physical examinations under the Wellness Program.
- D. An employee, who can prove health insurance coverage under a spouse or domestic partner with an adequate plan, may opt out of health insurance coverage as provided by this Article, and receive a sum of \$100 monthly which is not to be considered wages. To be eligible for this opt-out benefit, the employee must comply with the rules and procedures established by the Personnel Department.
- E. The City shall provide funds to subsidize the cost of health plan premiums for the spouse, minor dependents and dependent children of any employee who dies while on active duty from injuries incurred while performing their job duties or who dies as a direct cause of such injuries. The maximum amount of the subsidy shall not exceed the amount provided to active employees covered by this MOU. These provisions are not applicable to employees who are not on duty or who have not completed Drill Tower training at the time of the injury which results in their death. For minor dependents the subsidy shall cease upon their attaining the age of 26 years; or dependent children who are disabled when they cease to be dependent as defined in Charter Section 1406. Only a spouse and/or dependents covered under an employee's plan at the time of death shall be eligible for the subsidy. Upon application by a spouse or dependent for this benefit, a Committee comprised of representatives of the Personnel Department, UFLAC, and the Fire Department shall jointly determine whether the circumstances of the employee's death qualify the employee's spouse and/or dependents for the benefit provided under this Section. The decision of this Committee shall be final and binding, and not subject to further appeal.
- F. The City will retain all duties and responsibilities it has had for the administration of the City's Health Insurance Plans. UFLAC hereby agrees to defend, indemnify and hold harmless the City and its departments, officers, employees and agents from and against all suits and causes of action, claims, losses, demands, and expenses, including attorney's fees and costs of litigation, damage or liability of any nature that may arise out of or result from the payment made by the City pursuant to this MOU or for any action or failure to act by the Los Angeles

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

G. Health Plan Subsidy - Retirees

1. For those employees who retire after July 1, 1988, such employee shall receive the following benefit based upon years of service, age, and pension:

a. **Basic Benefit:** The following benefit and eligibility requirements pertain to all employees who retired after July 1, 1988, on a service pension unless applicable eligibility requirements have been changed or the benefit improved in Paragraphs b. or c. below:

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

<u>Pension Plan</u>	<u>Age for Subsidy Eligibility</u>
Articles 17 & 18	58
Article 35	55

b. **Eligibility Expansion:** Employees who retire after July 1, 1994, with either a service or a service-connected disability pension shall be eligible for the retiree health plan subsidy at age 55, upon the effective date of the enabling ordinance.

c. **Benefit Improvement:** Employees who retire after July 1, 1996, with either a service or a service-connected disability pension shall receive the following benefit at age 55:

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

2. This benefit subsidy amount shall not in any case exceed the cost of the health plan option selected by the retiree.

3. To receive this subsidy, the retiree must be in a City-approved health plan and cannot receive this subsidy if such retiree, after retirement from the Fire Department, has accepted a City job and is receiving a City health insurance subsidy through that job.
 4. The subsidy for retirees shall be administered through the Pension Department and will be governed by the rules and regulations of the City health insurance plan subsidy for active employees. The benefits provided herein do not affect or repeal any other benefit provided for retirees. See, e.g., Los Angeles Administrative Code Section 4.1150, et seq.
 5. The benefit will begin in the first month after adoption of the enabling Ordinance and the dollar subsidy will not be retroactive.
 6. The parties agree that any change in this benefit must first be negotiated by the City Administrative Officer and UFLAC as part of the meet and confer process and any change made through any other process shall not be recognized by the City.
 7. The parties agree to implement a cash in lieu of health insurance subsidy on a reimbursement basis for retired sworn employees who reside in an area where they cannot access a City sponsored or approved Managed Care Health Plan (HMO). Details for plan administration need to be worked out prior to implementation. The effective date of this program will be when the parties have completed all necessary procedures to affect this benefit. This benefit is not retroactive.
- H. Should either State or Federal statute(s) mandate that the parties to this agreement participate in a national or state health care plan or system, the parties agree that the level of health care benefits currently provided to the employees covered by this agreement will not be diminished nor will the employee's cost for the maintenance of those benefits be increased beyond that provided in this agreement.
- I. For an employee on Family or Medical Leave under the provisions of Appendix E, Management shall continue the City's medical plan subsidy for employees who are enrolled in an authorized health plan prior to the beginning of such leave. However, for any unpaid portion of Family or Medical Leave, the health plan subsidy shall be continued for a maximum of nine (9) pay periods except while an employee is on a Pregnancy Disability Leave (PDL) absence [nine pay periods (720 hours)], Management shall continue the City's subsidy for her pregnancy health coverage (medical plan subsidy) in compliance with the provisions of Government Code Section 12945.

ARTICLE 4.2 DENTAL INSURANCE

Employees shall receive dental coverage exclusively through the dental plans provided by the UFLAC Dental Trust (“the UFLAC Dental Plan”) or the City sponsored dental plan (“the City Dental Plan”).

A. The UFLAC Dental Plan

- 1. The City shall provide a dental subsidy per month for employees enrolled in the UFLAC Dental Plan. The monthly amounts shall be in accordance with the table, below:

Effective Date	Monthly Amount
July 1, 2024	\$94
July 1, 2025	\$97
July 1, 2026	\$100
July 1, 2027	\$103

- 2. The amount expended by the City will first be applied to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents, if any. The definition of a dependent shall include the domestic partner of an employee and the dependents of such domestic partner. Any employee claiming a domestic partner and/or dependents of such domestic partner shall complete a confidential affidavit to be filed with the Employee Benefits Office, Personnel Department, which shall be signed by the employee and the domestic partner, declaring the existence of that domestic partnership.
- 3. If the employee is receiving a subsidy on the operative date of this MOU, the employee will continue to receive the subsidy, unless the employee submits a new payroll deduction card.
- 4. The City subsidy for employees who enroll for the first time in the UFLAC Dental Plan will be applied in the first payroll period following the employee's enrollment.
- 5. The City will remit to the Union, at an address to be specified by the Union, an aggregate amount equal to the sum of the subsidy paid for those employees enrolled in the UFLAC Dental Plan who are on the payroll during each payroll period for which the subsidy is paid, together with a list of those employees for whom the subsidy is paid during said payroll period. Remittance of this aggregate amount will be made within thirty (30) calendar days after the conclusion of the payroll period in which the subsidy was paid.
- 6. For those employees enrolled in the UFLAC Dental Plan, who authorize the City Controller to make a payroll deduction to cover any additional costs of

the UFLAC Dental Plan, the City will remit to the Union a separate amount and an appropriate deduction list at an address to be specified by the Union, in accordance with the provisions of Article 1.9, Payroll Deductions and Dues.

7. The City shall provide funds to subsidize the cost of dental premiums for the spouse, minor dependents and dependent children of any employee who dies while on active duty from injuries incurred while performing their job duties or who dies as a direct cause of such injuries. The maximum amount of the subsidy shall not exceed the amount provided to active employees. These provisions are not applicable to employees who are not on duty or who have not completed Drill Tower training at the time of the injury which results in their death. For minor dependents the subsidy shall cease upon their attaining the age of 26 years; or dependent children who are disabled when they cease to be dependent as defined in Charter Section 1406. Only a spouse and/or dependents covered under the UFLAC Dental Plan at the time of death shall be eligible for the subsidy. Upon application by a spouse or dependent for this benefit, a Committee comprised of representatives of the Personnel Department, UFLAC, and the Department shall jointly determine whether the circumstances of the employee's death qualify the employee's spouse and/or dependents for the benefit provided under this Section. The decision of this Committee shall be final and binding, and not subject to further appeal.
8. The City shall not be responsible for, nor expected to provide any additional accounting, administrative, bookkeeping, clerical, or other services except as provided for in this Article, and that the Union assumes all responsibility for any services which may arise out of the administration of the UFLAC Dental Plan.
9. The Union shall indemnify, defend and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or result from any action taken by the City for purposes of complying with this Article, or failure of the Union or its dental carriers to provide the coverage and services agreed to between the Union and the carriers.

B. The City Dental Plan

1. The City shall provide dental coverage under the City Dental Plan to those employees who file the appropriate documentation with the City. The full cost of employee only coverage shall be paid by the City.
2. The City will retain all duties and responsibilities it has had for the administration of the City Dental Plan.

- C. For an employee on Family or Medical Leave under the provisions of Article 3.12, the City shall continue the City’s dental subsidy for employees who are enrolled in the UFLAC Dental Plan or the City Dental Plan prior to the beginning of such leave. However, for any unpaid portion of Family or Medical Leave, the dental subsidy shall be continued for a maximum of nine (9) pay periods.

ARTICLE 4.3 LIFE INSURANCE

- A. The City shall provide a life insurance subsidy per month for employees toward the cost of the UFLAC Life Insurance plan. This subsidy shall be available to all employees, regardless of UFLAC membership or affiliation. This subsidy shall increase as shown below.

Operative Date	Subsidy Amount
July 1, 2024	\$29.00
July 1, 2025	\$31.00
July 1, 2026	\$33.00
July 1, 2027	\$36.00

- B. Management will provide continuation of the Life Insurance policy issued on the life of the spouse or domestic partner of any employee killed in the line of duty, provided such policy is issued through UFLAC. This subsidy shall be provided only if said employee had a Life Insurance policy in effect, through UFLAC, at the time of the employee’s death.

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

- C. The City will provide the subsidy for the UFLAC Life Insurance plan in twenty-four (24) biweekly increments annually. The City will remit to the Union an aggregate amount equal to the sum of the subsidy paid for those employees enrolled in said plan who are on active payroll status, together with a list of those employees who qualify for the subsidy during each payroll period. Remittance of this aggregate amount will be made within thirty (30) business days after the conclusion of the payroll period in which the subsidy was paid.
- D. The City subsidy for employees who enroll for the first time in the UFLAC Life Insurance plan will be applied toward premiums scheduled for payroll deduction in the first payroll period following the employee's enrollment.
- E. For those employees enrolled in the UFLAC Life Insurance plan who authorize the City Controller to make a payroll deduction to cover any additional costs of UFLAC Life Insurance plan, the City will remit to the Union a separate amount and appropriate deduction list in accordance with established policy and procedures.

- F. The City is not responsible for nor expected to provide any additional accounting, administrative bookkeeping, clerical or other services except for employer required taxation calculation and reporting and as provided for in this Article. The Union shall assume all other responsibility for any services which may arise out of the administration of the UFLAC Life Insurance plan.
- G. The Union shall indemnify, defend and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or result from any action taken by the City for purposes of complying with this Article, or by failure of the Union or its Life Insurance carriers to provide the coverage and services agreed to between the Union and the carriers.

ARTICLE 4.4 EMPLOYEE ASSISTANCE PROGRAM

- A. The City and the Union recognize that an employee or members of an employee's family can develop personal problems, not directly associated with the employee's job functions that may adversely affect the employee's job performance and efficiency. These problems may be successfully resolved provided they are identified early and referral is made to the appropriate care and treatment facility. Such problems may involve substance dependency, including alcohol, tobacco, drugs or chemicals; mental or emotional distress; marital or familial problems; or financial or legal problems.
- B. The City and the Union support an Employee Assistance Program (EAP) to aid in identifying such problems and to provide the appropriate referral to a resource able to successfully treat the identified problem. The Union is responsible for providing an EAP for its members and their families. The EAP service provider shall issue quarterly reports to the UFLAC, Management and to the City in care of the Employee Benefits Section, Personnel Department. These reports shall provide the following information: 1. The number of persons the program has assisted during the reporting period for each category of family counseling service, 2. The category of individual receiving service (employee, spouse, dependent child, domestic partner, and/or dependents of domestic partner), 3. The number of clients who are repeat users of the service, 4. The sex and age of persons served, 5. Treatment program completion data.
- C. The employee's participation in the program shall be on the employee's own time and shall not be considered hours worked.
- D. The City shall pay the Union \$201,470.00 in July, October, January and April of each fiscal year covered by this Agreement. The above payments to be made by the City shall constitute the City's total commitment to the EAP for the Unit.
- E. The Union agrees to indemnify, defend and hold harmless the City against all claims, demands, suits, including costs of suits and reasonable attorney fees,

and/or other forms of liability arising from the implementation of these provisions and the operation of the EAP.

ARTICLE 4.5 FUNERAL EXPENSES

The City shall expend a sum not to exceed \$30,000 for funeral expenses to the heirs of any employee who dies while on active duty from injuries incurred while performing their job or who dies as a direct cause of such injuries. This amount includes the amount already available for this purpose in accordance with California State Labor Code Section 4701.

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

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

ARTICLE 4.7 INJURED ON DUTY PAY

- A. Disability claims shall be paid as provided for in LAAC Section 4.177. Employees may elect to use their accrued sick leave, accrued vacation time, or banked overtime to supplement the Workers' Compensation State Rate benefit in order to receive up to the equivalent of their regular salary. In accordance with Workers' Compensation law, employees who are temporarily disabled and eligible for the State Rate benefit cannot use accrued leave or banked overtime before, or instead of, receiving the State Rate benefit.
- B. An employee who is absent from work as a result of an illness or injury arising out of the course and scope of employment, and who qualifies for the benefits available under Labor Code Section 4850, shall be entitled to the salary they would have received but for the absence, including, but not limited to, all bonuses, incentives, hazard pay, special pay, and premium pay.

5.0 UNIFORM ALLOWANCE

ARTICLE 5.1 UNIFORM ALLOWANCE

During the term of this MOU, the City shall continue to provide a uniform allowance to be used by employees for the acquisition and maintenance of uniform items. Such payments shall be made as follows:

\$1,525 last pay period in November 2024;
\$1,525 last pay period in November 2025;
\$1,525 last pay period in November 2026; and
\$1,525 last pay period in November 2027

6.0 HOURS OF WORK AND OVERTIME

ARTICLE 6.1 HOURS OF WORK

- A. An employee assigned to Platoon Duty shall work nine (9) twenty-four (24) hour periods on duty in each twenty-seven (27) day period, account being taken, however, of duly authorized leaves of absence with pay.
- B. An employee regularly assigned to a 4/10 work schedule shall work forty (40) hours in each seven (7) day period, account being taken, however, of duly authorized leaves of absence with pay. The work day shall consist of a ten (10) hour shift including lunch.

The hours of work under this Article do not include overtime hours worked under Article 6.2.

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

ARTICLE 6.2 OVERTIME

The following overtime provisions shall be operative during the term of this MOU: Employees shall be treated as if covered by the Fair Labor Standards Act (FLSA), except as noted in Article 3.9 herein, without prejudice to the parties' position regarding exemptions which may be legally available.

I. Platoon Duty Overtime Compensation

The City declares a 7(k) exemption under the FLSA for all eligible employees who are assigned to Platoon Duty. The City shall pay employees assigned to Platoon Duty who are not eligible for a 7(k) exemption under 7(a) of the FLSA.

A. 7(k) Exempt Employees

1. Work Period

The work period for employees covered by the 7(k) exemption shall be nine (9) twenty-four (24) hour shifts in each twenty-seven (27) day work period.

2. Hours Worked - Defined

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

3. Hours Worked In Excess of Regular Schedule Under Two Hundred Four (204) Hours

When total hours worked in the work period are two hundred four (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 overtime at the employee's option.

4. Hours Worked Over Two Hundred Four (204) Hours

Hours worked in excess of two hundred four (204) hours, whether or not included in the regular schedule, shall be compensated at one and one half (1½) times the regular rate, as defined by the FLSA.

The method of compensation shall be as follows:

- a. Cash or banked overtime 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 two hundred four (204) shall be paid at half (½) times the regular rate, except hours which have already been compensated at one and one half (1½) time (i.e., emergency recalls and court time).

5. Overtime Authorization

No employee shall work unauthorized overtime. Under no circumstances may the employee record or maintain hours worked in an informal manner commonly referred to as "TP Time" (informal timekeeping method) or any method inconsistent with established Department policies and procedures. Employees may not work outside of scheduled work hours without prior approval of a supervisor consistent with Department policy. Failure to secure prior approval may result in discipline.

6. Banked Overtime

Employees shall be allowed to accrue banked overtime up to a maximum of four hundred thirty-two (432) hours at the end of any pay period. At the end of the fiscal year, the Department may cash out banked overtime in excess of two hundred sixteen (216) hours.

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

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

B. 7(a) Employees

Employees assigned to Platoon Duty who do not qualify for a FLSA exemption under 7(k) shall be paid under 7(a) of the FLSA.

1. Work Period

The work period for those employees paid under 7(a) shall be forty (40) hours in a seven (7) day work week.

2. Hours Worked – Defined

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

3. Hours Worked in Excess of Regular Schedule Under Forty (40) Hours

When total hours worked in the seven (7) day work period are forty (40) or less, the hours worked in excess of the regular work schedule shall be compensated at the rate of one hour for each hour worked, in cash or banked overtime, at the employee's option.

4. Hours Worked Over Forty (40) Hours

Hours worked in excess of forty (40) shall be compensated at one and one half (1½) times the regular rate as defined by the FLSA.

The method of compensation shall be as follows:

- a. Cash or banked overtime 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 (1) hour for each hour worked *plus*;
- b. At the conclusion of the work period, cash for the hours over forty (40) shall be paid at half (½) times the regular rate, except hours which have already been compensated at one and one half (1½) time (i.e. emergency recalls and court time).

5. Overtime Authorization

No employee shall work unauthorized overtime. Under no circumstances may the employee record or maintain hours worked in an informal manner commonly referred to as "TP Time" (informal timekeeping method) or any method inconsistent with established Department policies and procedures. Employees may not work outside of scheduled work hours without prior approval of a supervisor consistent with Department policy. Failure to secure prior approval may result in discipline.

6. Banked Overtime

Employees shall be allowed to accrue banked overtime up to a maximum of four hundred thirty-two (432) hours at the end of any pay period. At the end of the fiscal year, the Department may cash out banked overtime in excess of two hundred sixteen (216) hours.

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

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

II. Overtime Compensation for Employees Regularly Assigned to a Special Duty Work Schedule

Employees who are regularly assigned to a Special Duty work schedule (e.g. 4/10, 5/40, 3/12) will be compensated under the provisions of 7(a) of the FLSA.

A. Work Period

1. The work period for employees shall be forty (40) hours in a seven (7) day period.
2. The Department may require employees to change their work schedules [work hours, regular day off (RDO)] within the same seven (7) day period during emergencies (e.g. EOC activation) or unforeseen circumstances. The intent of the process described above is to provide operational effectiveness for emergencies or unforeseen circumstances.

B. Compensation

1. Hours Worked - Defined

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

2. Hours Worked in Excess of Regular Schedule Under Forty (40) Hours

When total hours worked in the work period are forty (40) or less, the hours worked in excess of the regular schedule shall be compensated at the rate of one (1) hour for each hour worked. Such hours shall be compensated by cash or banked overtime at the employee's option.

3. Hours Worked Over Forty (40) Hours

Hours worked in excess of forty (40) shall be compensated at one and one-half (1½) times the regular rate, as defined by the FLSA.

The method of compensation shall be as follows:

- a. Cash or banked overtime 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 (1) hour for each hour worked *plus*;
- b. At the conclusion of the work period, cash for the hours over forty (40) shall be paid at half ($\frac{1}{2}$) times the regular rate, except hours which have already been compensated at one and one-half ($1\frac{1}{2}$) time (e.g., emergency recalls and court time).

4. Authorized Overtime

No employee shall work unauthorized overtime. Under no circumstances may the employee record or maintain hours worked in an informal manner commonly referred to as "TP Time" (informal timekeeping method) or any method inconsistent with established Department policies and procedures. Failure to secure prior approval may result in discipline.

5. Emergency Inspections

Whenever an Inspector, at the request of the public, is required to perform an emergency inspection outside of the Inspector's regular work hours, such Inspector shall receive a minimum payment of four (4) hours at the overtime rate. No employee's work hours shall be reduced if the employee performs an emergency inspection on a day that they are scheduled to work unless the employee arrives late to or leaves early from work because of the emergency inspection, and then the employee's work hours shall only be reduced by the time that the employee arrives late or leaves early.

6. Employees Working SOD Days

Employees who work a SOD day on Platoon Duty shall be paid at the Platoon Duty rate for all such hours worked, including FLSA overtime hours, except hours which have already been compensated at one and one-half ($1\frac{1}{2}$) time (e.g. emergency recalls and court time). This overtime amount shall be paid by cash payment only.

7. Notwithstanding the above, compensation for off-duty court appearances, emergency recalls and emergency overtime for purposes which could not be anticipated or scheduled in advance,

shall be paid by cash payment at one and one-half (1½) times the regular rate of compensation for each hour worked, regardless of number of hours worked in the work period.

C. Banked Overtime

1. Employees shall be allowed to accrue banked overtime up to a maximum of two hundred forty (240) hours at the end of any pay period. At the end of the fiscal year, the Department may cash out banked overtime in excess of one hundred twenty (120) hours. Banked overtime includes, without limitation, V hours and RDO hours that an employee chooses to bank.
2. In accordance with the FLSA, no employee shall lose banked overtime. Employees shall be permitted to take banked overtime upon request unless granting such time would “unduly disrupt” the operations of the Department.

D. Regular Days Off

Employees whose special duty work schedules requires RDO shall have a designated RDO. Temporary changes to RDOs may be permitted subject to the staffing needs of the Department. It is intended that the RDO process provide flexibility to allow the Department and employees the ability to administer and participate in Safety Watches and the SOD system. Employees must obtain prior approval of a supervisor to change or work their RDO consistent with F-351 instructions in the Manual of Operation. Failure to secure prior approval may result in discipline.

- E. Supervisors shall ensure that not later than sixty (60) days prior to an employee’s anticipated return to Platoon Duty all banked overtime accrued while on a non-Platoon Duty schedule are taken off, consistent with the F-351 instructions of the Manual of Operation. However, based on the needs of the Department and with Bureau Commander approval, employees may receive either cash compensation for banked overtime, or carry their balance of hours to a Platoon Duty assignment. Employees transferring to Platoon Duty may not be extended or detailed back to non-Platoon Duty for the purpose of having the employee exhaust their banked overtime.

- III. A member who exchanges time with another member (trades time) shall be credited with hours worked for the purpose of computing MOU overtime when the member works on the working half of the trade. Only traded time that is actually worked will be counted as work time for the purpose of calculating MOU-related overtime. Traded time taken off will no longer be counted as hours worked.

IV. Employee Request for Conversion of Banked Overtime

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

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

V. Minimum Overtime Payment

Cash payment for overtime, when authorized, will be allowed for an initial period of six (6) minutes or more.

ARTICLE 6.3 COURT TIME

The following provisions will apply for compensation for court appearances outside of the regular work hours of employees:

A. Basic Compensation

An employee shall report to Court or remain on call, as directed by the subpoena. When a subpoena includes a statement that the concerned employee has been placed "on call," the off-duty employee must not report to the designated court, unless directed to do so by the concerned court liaison personnel or court official. Additionally, an on-call employee must not request from the court liaison or court official to be placed on "be there" status. If the original subpoena is for "be there" court but subsequently changes to "on-call" court, the concerned employee shall abide by these same provisions, they shall not request for the status to be changed back to "be there" and shall not report to the designated court unless directed to do so.

If the employee is on call, it is the employee's responsibility to notify the person designated by the employee's commanding officer of how the employee can be reached. The employee does not need to remain at home, but must be reachable by telephone, answering machine, or answering service. If the telephone number provided by the employee is an answering machine/service, or if the telephone is answered by a person other than the employee, contact with such person, device, machine or service shall constitute notification to the employee.

1. If the employee reports to court or is called into court while on call, the employee shall receive a minimum of four (4) hours compensation at 1½ times the regular rate of pay and time and one-half pay thereafter for each additional hour of actual attendance at court.

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

2. If an employee remains on call and is not required to report to court, the employee shall receive three (3) hours of compensation at 1½ times the regular rate of compensation. Unless notified that their designated on call is terminated, on call hours shall be from 0800 hours to 1600 hours. Such time shall be considered uncontrolled standby time and therefore not hours worked. Payment for such time shall be included when calculating the regular rate of pay for overtime purposes. Overtime for on-call court cannot be used more than once on the same court day, regardless of the number of subpoenas for which an employee is on call or the number of different times during the day that an employee is placed on call.

B. Exception to the Four (4) Hour Minimum for Court Appearances

Notwithstanding the above provisions, the four (4) hour minimum will not apply in the following situations:

1. Court appearances or on-call status commencing four (4) hours or less before the employee's assigned shift.
2. Court appearances commencing four (4) hours or less after the employee's assigned shift.
3. Court appearances or on-call status that begins during an employee's assigned shift and terminate after the assigned shift.

Compensation for the three (3) conditions listed above will be as follows:

Condition - Amount of Compensation

- B.1. Compensation for the actual time between the commencement of the court appearance or on-call status and the beginning of the employee's assigned shift.
- B.2. Compensation for the actual time between the end of the employee's assigned shift and the termination of the court appearance.
- B.3. Compensation for the actual time between the end of the employee's assigned shift and the termination of the court appearance or on-call status.

C. Compensation for Appearances

Whenever an employee is required to appear before a Board of Rights or State or local Administrative Board, or arbitration outside of their regular work hours, such employee shall receive compensation at 1½ times the regular rate of pay for a minimum of four (4) hours and for each additional hour of actual attendance before the Board.

ARTICLE 6.4 OFF-DUTY SAFETY WATCHES

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

Safety watches shall be paid at 1½ times the rates of compensation in the appropriate Appendix for each hour worked except, however, an employee who reports for a scheduled safety watch shall receive a minimum payment of four (4) hours at such rate. No employee's work hours shall be reduced if the employee performs an off-duty safety watch on a day that they are scheduled to work unless the employee arrives late to or leaves early from work because of the safety watch, and then the employee's work hours shall only be reduced by the time that the employee arrives late or leaves early.

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

ARTICLE 6.5 SHOW-UP PAY

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

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

7.0 ARSON SECTION

ARTICLE 7.1 ARSON SECTION

- A. The Fire Chief, at their sole discretion, may decide which Investigators assigned to the Arson Section will be assigned to Special Duty and which Investigators will be assigned to Platoon Duty work schedules. Investigators assigned to Special Duty will normally be assigned to a 4/10 work schedule, subject to the staffing

needs of the Section. The Fire Chief may not completely eliminate either Special or Platoon Duty work schedules.

- B. Employees in the classes of Firefighter or Fire Captain who are assigned to the Arson Section, in addition to any other compensation authorized herein, shall receive additional compensation each month conditional upon qualifying in pistol or revolver shooting in accordance with the rules adopted by the Department. Upon certification, any such employee shall be entitled to receive additional compensation as set forth below:

<u>GRADE</u>	<u>RANGE</u>	<u>SCORE</u>	<u>BONUS</u>
MARKSMAN	SHERIFF'S	240 - 259	\$8.00 biweekly
	LAPD	300 - 339	\$8.00 biweekly
SHARPSHOOTER	SHERIFF'S	260 - 274	\$16.00 biweekly
	LAPD	340 - 379	\$16.00 biweekly
<u>GRADE</u>	<u>RANGE</u>	<u>SCORE</u>	<u>BONUS</u>
EXPERT	SHERIFF'S	275 - 287	\$32.00 biweekly
	LAPD	380 - 400	\$32.00 biweekly
DISTINGUISHED EXPERT	SHERIFF'S	290 - 300	\$64.00 biweekly
	LAPD	for 4 mos. 385 avg. for 6 mos.	\$64.00 biweekly

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

- C. Notwithstanding Sections I and II of Article 6.2, Overtime, the City declares a 7(k) exemption under the FLSA for all eligible employees of the Arson Section who have been determined by the Department of Labor to be law enforcement personnel in accordance with 29 C.F.R. Sec. 553.211(a), and shall be subject to the following overtime practices.

- 1. Platoon Duty Overtime Compensation
 - a. Work Period

The work period for employees covered by the 7(k) exemption shall be nine (9) twenty-four (24) hour shifts in each nine (27) day work period.

b. Compensation

1) Hours Worked – Defined

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

2) Hours worked in excess of Regular Schedule Under One Hundred Sixty-Five (165) Hours.

When total hours worked in the work period are one hundred sixty-five (165) 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 overtime at the employee's option.

3) Hours Worked Over One Hundred Sixty-Five (165) Hours

Hours worked in excess of one hundred sixty-five (165) hours, whether or not included in the regular schedule, shall be compensated at one and one half (1 ½) times the regular rate, as defined by the FLSA.

The method of compensation shall be as follows:

a. Cash or banked overtime 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 one hundred sixty-five (165) shall be paid at half (1/2) times the regular rate, except hours which have already been compensated at one and one half (1 ½) time (i.e., emergency recalls and court time).

4) Overtime Authorization

No employee shall work unauthorized overtime. Under no circumstances may the employee record or maintain hours worked in an informal manner commonly referred to as "TP

Time” (informal timekeeping method) or any method inconsistent with established Department policies and procedures. Employees may not work outside of scheduled work hours without prior approval of a supervisor consistent with Department policy. Failure to secure prior approval may result in discipline.

c. Banked Overtime

Employees shall be allowed to accrue banked overtime up to a maximum of four hundred thirty two (432) hours at the end of any pay period.

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

d. Notwithstanding the above, compensation for off-duty court appearances and emergency recalls shall be paid by cash payment at one and one half (1 ½) times the regular rate of compensation for each hour worked regardless of the number of hours worked in the work period.

2. Special Duty Overtime Compensation

a. Work Period

- 1) The work period for employees shall be one hundred seventy one (171) hours in a twenty eight (28) day period.
- 2) The Department may require employees to change their work schedules [work hours, regular day off (RDO)] during emergencies (e.g. EOC activation) or unforeseen circumstances. The intent of the process described above is to provide operational effectiveness for emergencies or unforeseen circumstances.

b. Compensation

1) Hours Worked – Defined

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

2) Hours Worked in Excess of Regular Schedule Under One Hundred Seventy-One (171) Hours

When total hours worked in the work period are one hundred seventy-one (171) or less, the hours worked in excess of the regular schedule shall be compensated at the rate of one (1) hour for each hour worked. Such hours shall be compensated by cash or banked overtime at the employee's option.

3) Hours Worked Over One Hundred Seventy-One (171) Hours

Hours worked in excess of one hundred seventy-one (171) shall be compensated at one and one-half (1 ½) times the regular rate, as defined by the FLSA.

The method of compensation shall be as follows:

- a) Cash or banked overtime 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 (1) hour for each hour worked *plus*;
- b) At the conclusion of the work period, cash for the hours over one hundred seventy-one (171) shall be paid at half (1/2) times the regular rate except hours which have already been compensated at one and one-half (1 1/2) time (e.g., emergency recalls and court time).

4) Authorized Overtime

No employee shall work unauthorized overtime. Under no circumstances may the employee record or maintain hours worked in an informal manner commonly referred to as "TP Time" (informal timekeeping method) or any method inconsistent with established Department policies and procedures. Failure to secure prior approval may result in discipline.

5) Employees Working SOD Days

Employees who work a SOD day on Platoon Duty shall be paid at the Platoon Duty rate for all such hours worked, including FLSA overtime hours, except hours which have

already been compensated at one and one-half (1 ½) time (e.g. emergency recalls and court time), This overtime amount shall be paid by cash payment only.

- 6) Notwithstanding the above, compensation for off-duty court appearances, emergency recalls and emergency overtime for purposes which could not be anticipated or scheduled in advance, shall be paid by cash payment at one and one half (1 ½) times the regular rate of compensation for each hour worked, regardless of number of hours worked in the work period.

c. Banked Overtime

1. Employees shall be allowed to accrue banked overtime up to a maximum of two hundred forty (240) hours at the end of any pay period. Banked overtime includes, without limitation, V hours and RDO hours that an employee chooses to bank.
2. In accordance with the FLSA, no employee shall lose banked overtime. Employees shall be permitted to take banked overtime upon request unless granting such time would “unduly disrupt” the operations of the Department.

d. Regular Days Off

Employees shall have a designated RDO. Temporary changes to RDOs may be permitted subject to the staffing needs of the Department. It is intended that the RDO process provide flexibility to allow the Department and employees the ability to participate in the SOD system. Employees must obtain prior approval of a supervisor to change or work their RDO consistent with F-351 instructions in the Manual of Operation. Failure to secure prior approval may result in discipline.

- e. Supervisors shall ensure that not later than sixty (60) days prior to an employee’s anticipated return to Platoon Duty all banked overtime accrued while on a Non-Platoon Duty schedule are taken off, consistent with the F-351 instructions of the Manual of Operation. However, based on the needs of the Department and with Bureau Commander approval, employees may receive either cash compensation for banked overtime, or carry their balance of hours to a Platoon Duty assignment. Employees transferring to Platoon Duty may not be extended or detailed back to Non-Platoon Duty for the purpose of having the employee exhaust their banked overtime.

All employees of the Arson Section shall continue to be governed by the provisions of Article 6.2 concerning exchanges of time, conversion of banked overtime and minimum overtime payment.

f. Arson Dog Handler

Only employees assigned by the Fire Chief as dog handlers in the Arson Section shall be entitled to 10 hours of compensation per pay period for the purposes of feeding and care of the city-owned dog(s). This time shall count as hours worked for purposes of overtime computation.

8.0 SALARIES

ARTICLE 8.1 SALARY STEP PLACEMENT UPON REVERSION

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

ARTICLE 8.2 SALARY ADVANCEMENT UPON PROMOTION OR ASSIGNMENT TO HIGHER PAY GRADE

Any employee promoted to a higher class or assigned to a higher pay grade within the class to which they are appointed shall be advanced to the lowest rate of the salary schedule for the higher class or pay grade which provides both an increase in the base rate and overall biweekly rate, including any regularly assigned biweekly premium pay as provided in this MOU. "Acting Pay", as provided in Article 8.7, shall not be considered when determining step placement. If the employee is entitled to a step advance pursuant to Appendix 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.

ARTICLE 8.3 SPECIALIST PAY

Whenever the Fire Chief assigns employees in the following described classes and pay grades to those duties set forth below, the employees shall receive an additional increment of salary while so assigned. Such additional increment of salary, over and above the compensation attached to the class and pay grade, shall be paid only while an employee is regularly assigned, unless otherwise indicated. All rates are effective June 30, 2024, unless otherwise specifically noted.

I. SPECIAL PAY (Pension Based)

A. Emergency Medical Technician

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

Effective June 30, 2024, each eligible Firefighter III shall receive premium pay of 2.5% of their base pay and every other eligible employee shall receive premium pay in the amount of 2% of their base pay for maintenance of the EMT-1 or EMT-P certification.

Effective June 29, 2025, each eligible Firefighter III shall receive premium pay of 4% of their base pay and every other eligible employee shall receive premium pay in the amount of 3.5% of their base pay for maintenance of the EMT-1 or EMT-P certification.

Effective June 28, 2026, each eligible Firefighter III shall receive premium pay of 5.5% of their base pay and every other eligible employee shall receive premium pay in the amount of 5% of their base pay for maintenance of the EMT-1 or EMT-P certification.

Effective June 27, 2027, each eligible Firefighter III shall receive premium pay of 7% of their base pay and every other eligible employee shall receive premium pay in the amount of 6.5% of their base pay for maintenance of the EMT-1 or EMT-P certification.

The Department will provide renewal continuing education to all employees. Should any employee fail the primary EMT certification or EMT re-certification test, the EMT premium shall be withheld or discontinued immediately until such time as they obtain certification. Additionally, any employee who allows their EMT certification to expire (excluding employees off long-term due to illness/injury or as a result of class cancellation by the Department) shall have the EMT premium terminated at the beginning of the pay period following the certificate's expiration date. The premium will be reinstated at the beginning of the pay period following the date of re-certification.

Employees off long-term shall obtain EMT certification or re-certification within two months of the return to duty date. Failure to obtain EMT certification or re-certification within two months will result in the loss of the EMT premium. Note: Extensions to the two-month period shall be granted

by the Employee Relations Officer as required in the event that training classes are cancelled or are not available.

B. Language

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

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

In lieu of the above, employees assigned to Metro Fire Communications who communicate with the public in a language other than English shall receive premium pay of 7.4% of salary.

C. Paramedic

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

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

Should any employee who is receiving the paramedic premium under this section fail to maintain their paramedic certification and local accreditation, the above compensation shall be withheld until such time as they obtain certification and local accreditation and are reassigned to an authorized paramedic position.

2. Firefighters who are not regularly assigned to an authorized paramedic position shall receive premium pay of \$5.00 per hour for actual hours worked in a paramedic position.
3. Each June 30 during the term of this MOU, licensed Paramedics in ranks other than Firefighter who have maintained a Paramedic license and local accreditation during the preceding year shall receive a \$600 bonus as long as they have been compensated for no more than 288 hours under paragraph 2 above.

4. Fire Captains (2142), when regularly assigned to a position requiring a Paramedic license, shall receive premium pay of 4.25% of Step 6 of Schedule 8. These employees shall not be eligible for the \$600 bonus specified in paragraph 3 above.
5. Fire Captains who are regularly assigned as EMS Battalion Captains or EMS Geographic Bureau Captains, regardless of whether they are dual function or single function paramedics, shall be compensated under Schedule 9. These employees shall not be eligible for the \$600 bonus specified in paragraph 3 above.

D. Additional regularly assigned premiums

1. Firefighter III (2112-3)

- | | | |
|----|--|-------------------------------|
| a. | Disaster Response Section | 4.3% of Step 6 of Schedule 2 |
| b. | EMT Instructor (licensed paramedic only) | 14.2% of Step 6 of Schedule 2 |
| c. | EMT Instructor with 2 or more years continuous service | 16.6% of Step 6 of Schedule 2 |
| d. | Metro Fire Communications Dispatcher (less than 2 years continuous service)* | 2.2% of Step 6 of Schedule 2 |
| e. | Metro Fire Communications Dispatcher (2 or more years continuous service)* | 4.3% of Step 6 of Schedule 2 |
| f. | Metro Fire Communications Dispatcher (4 or more years continuous service)* | 6.7% of Step 6 of Schedule 2 |
| g. | Public Service Officer | 8% of Step 6 of Schedule 2 |
| h. | Recruitment Unit | 4.3% of Step 6 of Schedule 2 |
| i. | Safety Education | 4.3% of Step 6 of Schedule 2 |

- j. SCUBA (regularly assigned or detailed) 4.3% of Step 6 of Schedule 2
- k. SCUBA back-up (assigned to FS 49 or 112 only) 2.2% of Step 6 of Schedule 2
- l. Emergency Incident Technician 5.4% of Step 6 of Schedule 2

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

- 2. **Apparatus Operators, Engineers, and Fireboat Mates** 5.5% of Step 6 of Schedule 5
 - a. Any Apparatus Operator, Engineer, or Fireboat Mate (excluding Fireboat Mate Supervising Officers) who has 10 years or more of service in rank on July 5, 2020 shall receive premium pay as long as they hold said rank. Upon promotion, demotion, or reassignment to another rank, the employee shall no longer receive the premium pay.
 - b. Any other Apparatus Operator, Engineer, or Fireboat Mate (excluding Fireboat Mate Supervising Officers) receiving this premium pay as of June 29, 2024, shall continue to receive this premium pay as long as they are employed in said classification. Upon promotion, demotion, or reassignment to another classification, the employee shall no longer receive the premium pay.
 - c. Any other Apparatus Operator, Engineer, or Fireboat Mate (excluding Fireboat Mate Supervising Officers) who complete the following, shall receive the premium pay effective the first day of the pay period after verification by the Department:

Apparatus Operator and Engineer:

1. California State Fire Training (CSFT) Fire Apparatus Driver/Operator Certification, Pumping or Tillered Apparatus.
2. S230/231 – Crew/Engine Boss
3. CSFT Instructor 1 – Instructional Methodology
4. Successful completion of probation as Apparatus Operator or Engineer

Fireboat Mate:

1. CSFT Open Water Rescue Boat Operator: Large Vessel
 2. CSFT Marine Firefighting for Land-Based Firefighters
 3. ICS 300 – Intermediate ICS
 4. Successful completion of probation as Fireboat Mate
- d. If the Department is unable to schedule an employee for training, the employee may take the same training courses offered by the Department through another agency, in which case the Department shall reimburse the employee for tuition expenses once the employee submits receipts for such tuition. The Department shall provide the training based on need.

3. **Engineer (2131)**

Test Pit	4.6% of Step 6 of Schedule 5
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4. **Fireboat Mate (5125)**

Supervisor Mate with a Captain assigned	9.1% of Step 6 of Schedule 5
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Supervisor Mate without a Captain assigned	14.6% of Step 6 of Schedule 5
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5. **Captain I (2142-1)**

- | | | |
|----|--|----------------------------------|
| a. | Metro Fire Communications
(less than 2 years continuous
Service at MFC)* | 1.25% of Step 6 of
Schedule 8 |
| b. | Metro Fire Communications
(2 or more years of service
at MFC)* | 2.25% of Step 6 of
Schedule 8 |
| c. | Metro Fire Communications
(4 or more years of service
at MFC)* | 4.25% of Step 6 of
Schedule 8 |
| d. | Medical Liaison | 2.35% of Step 6 of
Schedule 8 |
| e. | Public Information Officer | 2.35% of Step 6 of
Schedule 8 |

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

6. **Captain II (2142-2)**

- | | | |
|----|---|---------------------------------|
| a. | Emergency Operations
Liaison Officer | 4.4% of Step 6 of
Schedule 9 |
| b. | Planning Section | 4.4% of Step 6 of
Schedule 9 |
| c. | Medical Liaison Unit | 4.4% of Step 6 of
Schedule 9 |
| d. | Drill Masters/Recruit
Training Officer | 4.4% of Step 6 of
Schedule 9 |
| e. | Public Information Officer | 4.4% of Step 6 of
Schedule 9 |

7. Fire Inspector II (2128-2)

- a. Fire Development Services Section (FDSS) 5.5% of Step 6 of Schedule 7

Fire Inspector II assigned to Fire Development Services Section (FDSS) and who meets the Fire Inspector II International Code Council (ICC) qualification shall receive the premium.

8. Multiple Classifications

- a. Drill Tower Instructors 4.3% of Step 6 of Schedule 2*
- b. Network Staffing Assistant 2% of Step 6 of Schedule 2
- c. Incident Management Team (IMT) 3.1% Of Step 6 of Schedule 2**
- d. Field Incident Management Team (FIMT) 4.1% Of Step 6 of Schedule 2**

*Captains who receive Drill Masters' premium pay shall not also receive the Drill Tower Instructors' premium pay.

**Employees who are assigned to Special Duty and an Incident Management Team (IMT) and have successfully completed classroom instruction in Intermediate ICS (I-300) and Advanced ICS (I-400) or three (3) NWCG classes (300-level or higher) in the Plans Section and/or Logistics Section disciplines shall receive a premium of 3.1% of Step 6 of Schedule 2.

II. HAZARD PAY (Pension Based)

A. Hazardous Materials

An employee who has been trained and certified as a Hazardous Materials Specialist and/or Technician and who is assigned to a Hazardous Materials Response Unit, or is assigned to the CBRNE/WMD Unit on a full-time basis to provide Hazardous Materials training and oversight, shall receive premium pay of 5.4% of Step 6 of Schedule 2.

B. Technical Rescue

An employee working on a US&R Company, or assigned to a US&R Task Force, or is assigned to the US&R Unit and provides US&R training and oversight on a full-time basis, or is assigned to the Heavy Rescue who is certified in Confined Space Rescue Operational, Trench Rescue, Technical Rope Rescue and Rescue Systems and/or courses mandated by the State and/or NFPA 1670, shall receive premium pay of 5.4% of Step 6 of Schedule 2.

C. Helitac

An employee who is Helitac certified and regularly assigned to Helitac duties shall receive premium pay of 5.4% of Step 6 of Schedule 2.

D. Aircraft Rescue Firefighters

An employee who is ARFF certified and assigned to Fire Station 80, or an employee who is ARFF certified to the same requirements as employees at Fire Station 80 and assigned to an ARFF apparatus at Fire Station 114, shall receive premium pay of 5.4% of Step 6 of Schedule 2.

E. CUPA Section

An employee assigned to the CUPA Section who meets the minimum educational requirements of California Code of Regulations Title 27, Division 1, Subdivision 4, Article 5, Section 15260, shall receive a premium of 5.2% of Step 6 of Schedule 6.

F. Tactical Emergency Medical Support (TEMS)

Firefighter/Paramedics who are qualified TEMS Specialists and active members of the TEMS Program, as designated by the Commander of the Emergency Medical Services Bureau, shall receive a premium of 2.75% of Step 6 of Schedule 2.

G. Additional regularly assigned premiums

Firefighter III (2112-3)

- | | | |
|----|--|-------------------------------|
| 1. | Arson Trainee | 4.3% of Step 6 of Schedule 2 |
| 2. | Arson Investigator (1 or more years of continuous service) | 12.4% of Step 6 of Schedule 2 |

3.	Arson Investigator (2 or more years of continuous service)	19.6% of Step 6 of Schedule 2
4.	Arson Investigator - Dog Handler (2 or more years of continuous service)	25.2% of Step 6 of Schedule 2
5.	Heavy Tractor Operator	14.2% of Step 6 of Schedule 2
6.	Senior Arson Investigator	25.2% of Step 6 of Schedule 2

III. SPECIAL PAY (Non-pension based)

A. Canine Search Specialists

Only employees assigned by the Fire Chief as Canine Search Specialists shall be entitled to 10 hours of compensation per pay period for the purpose of feeding and care of a Search Specialist dog(s). This time shall count as hours worked for purposes of overtime computation.

The Parties acknowledge that the Search Specialist dog(s) are owned by and the sole responsibility of the unit member. The unit member must abide by all policy and procedures established by the Fire Department related to their dog's presence at a work location.

IV. HOURLY ASSIGNMENT PAY (Non-pension based)

A. Swift Water Rescue

Up to 16 employees per 12-hour shift who are assigned to Swift Water Rescue Teams during predicted storms shall receive an additional \$2.00 per hour during such assignment. Additional compensation of \$2.00 per hour shall be paid to any employee who is required to enter the water to perform a rescue and shall receive the additional compensation for the entire shift in which such rescue occurs.

B. Unmanned Aerial System (UAS)

Employees who are Department qualified and active UAS operators in the Department UAV program shall receive an additional \$2.00 per hour during the time the employee is attached to an incident or is working V-hours during which the employee participates in a UAV deployment.

3. Rescue Ambulance Incentive

Employees who work on an ALS or BLS ambulance shall receive an additional \$2.50 per hour for all hours worked on the ambulance.

ARTICLE 8.4 SALARIES

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

Appendix A-1 June 30, 2024

Appendix B-1 June 29, 2025

Appendix C-1 June 28, 2026

Appendix D-1 June 27, 2027

ARTICLE 8.5 LONGEVITY PAY

- A. Any Firefighter III (2112-3) shall be eligible for longevity pay based upon the aggregate number of years of service as a sworn employee of the Department. Service of one or more years as a Paramedic (2307) employed by the Department immediately prior to employment as a Firefighter shall be included in the calculation of years of service for the purpose of determining eligibility for longevity pay. Longevity pay is subject to the conditions under this article.
- B. Upon the certification to the Controller by the Department that an employee has completed the prescribed number of aggregate years of service as a sworn employee of the Department, the employee shall receive the following premium pay:
 - 1. Upon completion of ten years and until the completion of 15 years of aggregate service, an employee shall receive premium pay of 2.75% of the salary of a Firefighter III at Step 6.
 - 2. Upon completion of 15 years and until the completion of 20 years of aggregate service, an employee shall receive additional premium pay of 5.5% of the salary of a Firefighter III at Step 6.
 - 3. Upon completion of 20 years of aggregate service, an employee shall receive premium pay of 8.25% of the salary of a Firefighter III at Step 6.
- C. Longevity pay shall be pension based and paid on a biweekly basis.
- D. A Firefighter will be allowed to continue to receive longevity pay for a period of six (6) months following an initial notice of unsatisfactory service. If during the six-month period, the Firefighter does not achieve a satisfactory standard of service, the Fire Chief shall certify to the City Controller that the employee's service is unsatisfactory and the payment of longevity pay for the employee will cease until

such time as the Fire Chief again certifies that the employee has achieved a satisfactory standard of service.

- E. All longevity payments herein provided shall be effective at the beginning of the pay period following a member's completion of the prescribed number of years of aggregate service.

ARTICLE 8.6 EDUCATION INCENTIVE

A. 1% - Associate's Degree or Certificate

1. Employees receiving a 1% educational incentive prior to July 1, 2007, will continue to receive the incentive.
2. Employees who were not receiving an educational incentive prior to July 1, 2007, will be eligible to receive the 1% educational incentive upon presentation of an Associate's (AA or AS) Degree from a recognized educational institution or presentation of a certificate of completion in one of the following categories:

- Completion of the requisite course work and receipt of a California State Fire Marshal Certification for "Plans Examiner" or "Fire Officer."
- Completion of the requisite course work and practical experience per NWCG, CWGG or NFPA and receipt of a "Red Card" certification as an Incident Command System "Unit Leader" or "Section Chief."
- Valid paramedic license and local accreditation (upon completion of probation only).

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

B. 3% - Bachelor's Degree

1. Employees receiving a 3% educational incentive prior to July 1, 2007, will continue to receive the incentive.
2. Employees who were not receiving an educational incentive prior to July 1, 2007, will be eligible to receive the 3% educational incentive upon

presentation of a Bachelor of Arts (BA) or Bachelor of Sciences (BS) degree from a recognized educational institution.

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

Note: The 1% or 3% educational incentive shall be calculated on regular base pay (as listed in Appendices A-1 through D-2) **plus** any Special or Hazard Pay listed in Article 8.3 I.C., I.D., II.A., II.B., II.C., II.D., II.E., II.F., II.G., III.A., only.

ARTICLE 8.7 ACTING PAY ASSIGNMENTS

Absence at Higher Level Position (Employees Regularly Assigned to a 4/10 Work Schedule Only)

Whenever the Department assigns an employee to perform the full range of duties of a higher level position due to the temporary absence of the higher level incumbent, such employee shall become eligible for additional compensation upon completion of a qualifying period of ten (10) consecutive work days in such assignment at their regular rate of compensation. The Department shall not divide or alternate the assignment of higher level duties during the qualifying period for the purpose of avoiding additional pay. Such additional compensation, as described in this Article, shall begin on the eleventh (11th) consecutive work day in such assignment.

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

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

Vacant Higher Level Position

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

Compensation

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

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

ARTICLE 8.8 EFFECTIVE DATE OF PAY INCREASES OR DECREASES

When anniversary dates for step raises and other pay increases under Section 8 of this MOU, except Longevity and Education fall within a payroll period, the pay increase shall be effective at the beginning of the payroll period within which the date falls. When hazard, special pay or assignment pay is decreased within a payroll period, the decrease shall be effective at the beginning of the following payroll period.

9.0 HEALTH AND SAFETY

ARTICLE 9.1 MANDATORY INCIDENT REVIEWS

The Department shall conduct a timely and thorough incident review any time there is a serious injury, near-miss, or death of an employee at work. The term “serious injury” is defined as an injury requiring hospital admission (for other than observation), loss of a body part, or a serious, permanent disfigurement. The term “near-miss” is defined as an event that occurs in the work environment and reasonably could have, but did not, result in a death or serious injury due to good fortune and/or proper operation of safety devices or equipment.

The Department and UFLAC have agreed that the group of individuals who conduct the incident reviews shall be referred to as the Serious Incident Review Team (SIRT).

A Union representative designated by UFLAC shall be immediately incorporated as a full member of the SIRT. The Union representative shall be detailed to the SIRT until the review and report have been completed with no loss of compensation.

The Department and UFLAC agree to prescribe to a “Just Culture” where employees are encouraged to report honest mistakes in order for the SIRT to determine what happened. The SIRT will produce an unbiased, factual report based on the collection of evidence and interview of witnesses, to ultimately prevent a similar occurrence from happening in the future.

ARTICLE 9.2 PERSONAL EXPOSURE REPORTING

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

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

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

ARTICLE 9.3 WELLNESS

- A. The City, Department and UFLAC recognize that through early detection and treatment, injuries and illnesses can be reduced with a corresponding reduction in costs to the City. Therefore, the City, Department and UFLAC agree to establish a cooperative work group to discuss, maintain, and manage a Wellness Program. The cooperative work group shall include an equal number of representatives from the City, Department and UFLAC chosen by the respective parties.
- B. At a minimum, the Wellness Program shall include the following provisions:
 - 1. Participation in the Wellness Program, or any part of the Wellness Program, shall be optional for employees.
 - 2. Medical Examinations:
 - a. The medical examination portion of the Wellness Program shall continue in accordance with the Amendment to the Letter of Understanding on Wellness executed by the City on January 13, 2015, and by UFLAC on January 14, 2015.
 - b. For HMO and Kaiser health plans, the City shall pay 100% of the cost for comprehensive annual medical examinations. For all other health plans, the City shall pay any costs not covered by an employee's health insurance up to \$750 for comprehensive annual medical examinations.
 - c. The results of the medical examinations shall be confidential. The only information provided to the City shall be non-identifiable summaries of medical and fitness data.

- d. The Department has the discretion to detail on-duty employees for up to four (4) hours if the employee cannot schedule the Annual Examination during off-duty hours. Such details shall not adversely affect Department staffing.
- e. In order to encourage more employees to complete the Annual Fitness-for-Life Medical Examination (“Annual Examination”), an employee who completes the Annual Examination shall receive the pensionable premium as described below. The Annual Examination shall be performed at a facility (“Approved Provider”) mutually agreed to by UFLAC, the City and Management. An employee shall receive the premium pay commencing on the first day of the full pay period after they complete the Annual Examination. Premium pay shall be in accordance with section 3, below.
- f. To qualify for the premium pay, employees must complete the Annual Examination and submit qualifying documentation on Department approved forms, unless the information is made available on Human Capital.
- g. To requalify after the initial qualification, employees must requalify during the following fiscal year prior to June 30, and every fiscal year thereafter by June 30.
- h. Employees who are on leave due to an injury during the time period to qualify after the initial year, may take the Annual Examination within ninety (90) days after they return from leave.
- i. Employees who qualified for the Wellness bonus as of June 30, 2024, shall retain the qualification for the 2024-2025 fiscal year (ending June 30, 2025).

C. Requirements to Qualify for Wellness Premium

- 1. One-half (0.5) Percent Premium. Effective June 28, 2026, Premium will increase to 2%.
 - a. Annually complete 12 hours of Department approved Wellness online continuing education.
 - b. Annually complete an Annual Examination provided by an Approved Provider.
- 2. One (1) Percent Premium. Effective June 28, 2026, Premium will increase to 2.5%.

- a. Complete all items in 1 above.
- b. Annually complete a physical fitness assessment provided by an Approved Provider and achieve the following targets:

PUSH UPS

Male		Female	
Age	Reps in 60 sec	Age	Reps in 60 sec
18-29	41	18-29	32
30-39	34	30-39	26
40-49	27	40-49	21
50+	24	50+	18

CRUNCHES

Male		Female	
Age	Reps in 60 sec	Age	Reps in 60 sec
18-29	45	18-29	37
30-39	38	30-39	34
40-49	30	40-49	28
50+	27	50+	23

In lieu of crunches, employees (male and female) may alternately meet the following targets:

PLANK

Male & Female	
Age	Time to hold
18-29	150 sec
30-39	120 sec
40-49	105 sec
50+	60 sec

- 3. One and one-half (1.5) Percent Premium. Effective June 28, 2026, Premium will increase to 3%.
 - a. Complete all items in 1 and 2 above.
 - b. Annually complete an aerobic test and achieve a VO₂ Max as follows:

Male

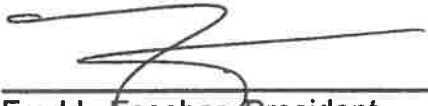
Age	Gerkin	Bruce	VO₂
18-39	12:00	12:27	~44.2 ml/kg/min
40-49	11:30	11:46	~42.4 ml/kg/min
50+	10:30	11:00	~39.9 ml/kg/min

Female

Age	Gerkin	Bruce	VO₂
18-39	11:30	12:12	~42.6 ml/kg/min
40-49	10:30	10:50	~39.5 ml/kg/min
50+	9:30	9:43	~36.4 ml/kg/min

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


FOR THE UNION:



Freddy Escobar, President
UFLAC, Local 112

11-4-2024
Date

FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

11/04/2024
Date

Approved as to Form and Legality:



Office of the City Attorney

11/4/24
Date



APPENDIX A
Operative July 1, 2019

Notwithstanding LAAC Section 4.159, the following salary provisions shall apply to employees in this Unit:

- A. The following classes of positions and pay grades are authorized to be paid at the salary schedules indicated below:

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

This does not include any premium pay to which these classes are entitled under Article 8.3.

- B. Initial appointment in the Fire Service of any person hired under temporary training provisions established by the Civil Service Commission (CSC Rule 5.30) for the class of Firefighter (Code 2112) shall be to Firefighter I, Schedule A. Any Firefighter I, who completes training, shall be advanced to Firefighter II at the first step of Schedule 1, except as hereinafter provided.

1. Any person appointed to Firefighter II, who has completed 60 semester units (or 90 quarter units) of credit from an accredited college or university pertinent to the occupation involved, upon recommendation of the appointing authority and approval of the General Manager of the Personnel

Department, shall receive salary at the second step of the salary range for Schedule 1.

2. Any Firefighter I appointed to Firefighter II, who has had acceptable service in the Fire Department of another public agency, or who is re-appointed to the class of Firefighter and has had previous acceptable service as a sworn employee of the Fire Department, shall receive a salary at a step rate of Schedule 1 determined in accordance with the foregoing Sections plus one step for each two years of such service, but not higher than the fourth step of Schedule 1. To be acceptable, such service must be approved by the General Manager of the Fire Department and the General Manager of the Personnel Department.
3. Any Firefighter II who completes an initial six months of active service as a Firefighter II shall be advanced in pay to the next higher step in the range for Schedule 1. Such advancement shall occur at the beginning of the pay period during which such completion occurs.
4. Any Firefighter II who completes each additional twelve months of active service after the step advancement in Paragraph 3 above shall be advanced to the next higher step in the range for Schedule 1 until salary is received at the maximum step rate. Such advancement shall occur at the beginning of the pay period during which such completion occurs.
5. Any Firefighter II who completes six months of active service after the completion of probation as a Firefighter II shall be advanced in pay grade to Firefighter III. Such advancement shall occur at the beginning of the pay period following the completion of the six month period. Any Firefighter II advanced to Firefighter III shall be placed on the step rate of Firefighter III that provides compensation equal to that received prior to such advancement. Assignment and/or performance bonuses shall not be considered in the determination of salary step placement.
6. Except as provided in Paragraphs 3-5 above, advancement in the salary rate of an employee shall be made automatically at the beginning of the pay period during which completion of one year of aggregate active service at each step rate occurs until salary is received at the maximum step rate within the salary schedule prescribed for the employee's class and pay grade.

D. Effective July 1, 1990, Step 6 shall be considered as the merit step.

FIREFIGHTERS UNIT - SALARY SCHEDULES

Operative on: June 30, 2024

SCHEDULE			1	2	3	4	5	6	
A	Firefighter I 2112-1	Regular	BW	\$ 3,268.80					
		Pay	MO	\$ 7,109.64					
			YR	\$ 85,315.68					
1	Firefighter II 2112-2	Regular	BW	\$ 3,440.00	\$ 3,625.60	\$ 3,836.80	\$ 4,037.60	\$ 4,277.60	\$ 4,523.20
		Pay	MO	\$ 7,482.00	\$ 7,885.68	\$ 8,345.04	\$ 8,781.78	\$ 9,303.78	\$ 9,837.96
			YR	\$ 89,784.00	\$ 94,628.16	\$ 100,140.48	\$ 105,381.36	\$ 111,645.36	\$ 118,055.52
2	Firefighter III 2112-3	Regular	BW		\$ 3,833.60	\$ 4,037.60	\$ 4,277.60	\$ 4,523.20	\$ 4,772.00
		Pay	MO		\$ 8,338.08	\$ 8,781.78	\$ 9,303.78	\$ 9,837.96	\$ 10,379.10
			YR		\$ 100,056.96	\$ 105,381.36	\$ 111,645.36	\$ 118,055.52	\$ 124,549.20
4	Firefighter II Paramedic 2112-2	Regular	BW		\$ 4,277.60	\$ 4,523.20	\$ 4,772.00	\$ 5,034.40	\$ 5,319.20
		Pay	MO		\$ 9,303.78	\$ 9,837.96	\$ 10,379.10	\$ 10,949.82	\$ 11,569.26
			YR		\$ 111,645.36	\$ 118,055.52	\$ 124,549.20	\$ 131,397.84	\$ 138,831.12
5	Firefighter III 2112-4 2112-5 2112-6 Apparatus Op. 2121 Engineer 2131 Helicopter Pilot I 3563-1 Fireboat Mate 5125	Regular	BW			\$ 4,772.00	\$ 5,034.40	\$ 5,319.20	\$ 5,619.20
		Pay	MO			\$ 10,379.10	\$ 10,949.82	\$ 11,569.26	\$ 12,221.76
			YR			\$ 124,549.20	\$ 131,397.84	\$ 138,831.12	\$ 146,661.12

FIREFIGHTERS UNIT - SALARY SCHEDULES

Operative on: June 30, 2024

SCHEDULE				1	2	3	4	5	6
6	Fire Inspector I 2128-1	Regular	BW				\$ 5,319.20	\$ 5,619.20	\$ 5,936.00
		Pay	MO				\$ 11,569.26	\$ 12,221.76	\$ 12,910.80
			YR				\$ 138,831.12	\$ 146,661.12	\$ 154,929.60
6P	Helicopter Pilot II 3563-2	Regular	BW				\$ 5,354.40	\$ 5,658.40	\$ 5,976.00
		Pay	MO				\$ 11,645.82	\$ 12,307.02	\$ 12,997.80
			YR				\$ 139,749.84	\$ 147,684.24	\$ 155,973.60
7	Fire Inspector II 2128-2	Regular	BW				\$ 5,619.20	\$ 5,936.00	\$ 6,266.40
		Pay	MO				\$ 12,221.76	\$ 12,910.80	\$ 13,629.42
			YR				\$ 146,661.12	\$ 154,929.60	\$ 163,553.04
8	Fire Captain I 2142-1 2142-3 Fireboat Pilot 5127	Regular	BW				\$ 5,936.00	\$ 6,266.40	\$ 6,616.00
		Pay	MO				\$ 12,910.80	\$ 13,629.42	\$ 14,389.80
			YR				\$ 154,929.60	\$ 163,553.04	\$ 172,677.60
8P	Helicopter Pilot III 3563-3	Regular	BW				\$ 6,229.60	\$ 6,579.20	\$ 6,945.60
		Pay	MO				\$ 13,549.38	\$ 14,309.76	\$ 15,106.68
			YR				\$ 162,592.56	\$ 171,717.12	\$ 181,280.16
9	Fire Captain II 2142-2	Regular	BW				\$ 6,266.40	\$ 6,616.00	\$ 6,976.00
		Pay	MO				\$ 13,629.42	\$ 14,389.80	\$ 15,172.80
			YR				\$ 163,553.04	\$ 172,677.60	\$ 182,073.60
9P	Helicopter Pilot IV 3563-4	Regular	BW				\$ 6,556.00	\$ 6,923.20	\$ 7,300.80
		Pay	MO				\$ 14,259.30	\$ 15,057.96	\$ 15,879.24
			YR				\$ 171,111.60	\$ 180,695.52	\$ 190,550.88
10P	Helicopter Pilot V 3563-5	Regular	BW				\$ 6,755.20	\$ 7,123.20	\$ 7,516.80
		Pay	MO				\$ 14,692.56	\$ 15,492.96	\$ 16,349.04
			YR				\$ 176,310.72	\$ 185,915.52	\$ 196,188.48

FIREFIGHTERS UNIT - PREMIUM SUMMARY*
Operative on: June 30, 2024

	PREMIUM DESCRIPTION	AMOUNT
ELIGIBLE UNIT MEMBERS (see MOU provisions for eligibility)	Aircraft Rescue	\$ 257.60
	Bilingual Bonus - speaking	2.75%
	Bilingual Bonus - speaking, reading	5.50%
	CUPA Section	\$ 308.80
	Drill Tower Bonus	\$ 204.80
	Education Bonus 1%	1.00%
	Education Bonus 3%	3.00%
	Field Incident Management Team	\$ 196.00
	Hazardous Materials	\$ 257.60
	Incident Management Team	\$ 148.00
	Marksmanship - Marksman	\$ 8.00
	Marksmanship - Sharpshooter	\$ 16.00
	Marksmanship - Expert	\$ 32.00
	Marksmanship - Distinguished Expert	\$ 64.00
	MFC Bilingual	7.40%
	Network Staffing Assistant	\$ 95.20
	Rescue Ambulance Incentive	\$ 2.50 /HR
	Swift Water Rescue Team	\$ 2.00 /HR
	Swift Water Rescue Team - Water Entry	\$ 2.00 /HR
	Technical Rescue	\$ 257.60
	TEMS Specialist	\$ 131.20
	Uniform Allowance (Paid in PP 11 annually)	\$ 1,525.00
	Unmanned Aerial System	\$ 2.00 /HR
	Wellness - Medical Exam and Online Training	0.50%
Wellness - Physical Fitness	1.00%	
Wellness - Aerobic Test	1.50%	
FIREFIGHTER II 2112-2	Emergency Medical Technician	2.00%
	Paramedic	Schedule 4
FIREFIGHTER III 2112-3	Arson Dog Handler 2 or more years	\$ 1,202.40
	Arson Investigator 1 or more years	\$ 592.00
	Arson Investigator 2 or more years	\$ 935.20
	Arson Investigator Trainee	\$ 204.80
	Disaster Response	\$ 204.80
	Emergency Incident Technician	\$ 257.60
	Emergency Medical Technician	2.50%
	EMT Instructor	\$ 677.60
	EMT Instructor 2 or more years	\$ 792.00
	Heavy Equipment Operator	\$ 677.60
	Helitac Certified and Assigned	\$ 257.60
	Hydrant Planning	\$ 204.80
	Longevity 10 years	\$ 131.20
	Longevity 15 years	\$ 262.40
	Longevity 20 years	\$ 393.60
	MFC Dispatcher less than 2 years	\$ 104.80
	MFC Dispatcher 2 or more years	\$ 204.80
	MFC Dispatcher 4 or more years	\$ 320.00
	Paramedic	Schedule 5
	Public Service Officer	\$ 381.60
	Recruitment Unit	\$ 204.80
	Safety Education	\$ 204.80
	SCUBA - Regularly Assigned or Detailed	\$ 204.80
	SCUBA - Back Up	\$ 104.80
Senior Arson Investigator	\$ 1,202.40	

FIREFIGHTERS UNIT - PREMIUM SUMMARY*
Operative on: June 30, 2024

PREMIUM DESCRIPTION		AMOUNT
FIREFIGHTER III 2112-4	Emergency Medical Technician	2.50%
FIREFIGHTER III 2112-5	Emergency Medical Technician	2.50%
FIREFIGHTER III 2112-6	Emergency Medical Technician	2.50%
APPARATUS OPERATOR 2121	Driver	\$ 308.80
	Emergency Medical Technician	2.00%
	Helitac Certified and Assigned	\$ 257.60
ENGINEER 2131	Driver	\$ 308.80
	Emergency Medical Technician	2.00%
	Helitac Certified and Assigned	\$ 257.60
	Test Pit	\$ 258.40
INSPECTOR I 2128-1	Emergency Medical Technician	2.00%
INSPECTOR II 2128-2	Emergency Medical Technician	2.00%
	Safety Inspector	\$ 344.80
FIREBOAT MATE 5125	Driver	\$ 308.80
	Emergency Medical Technician	2.00%
	Supervising Officer (with Captain assigned)	\$ 511.20
	Supervising Officer (without Captain assigned)	\$ 820.80
FIREBOAT PILOT 5127	Emergency Medical Technician	2.00%
FIRE HELICOPTER PILOT 3563-1 thru 3563-5	Emergency Medical Technician	2.00%
CAPTAIN I 2142-1 & 2142-3	Emergency Medical Technician	2.00%
	EMS Battalion or EMS Geographic Bureau	Schedule 9
	Helitac Certified and Assigned	\$ 257.60
	Medical Liaison	\$ 155.20
	MFC less than 2 years	\$ 82.40
	MFC 2 or more years	\$ 148.80
	MFC 4 or more years	\$ 280.80
	Paramedic	\$ 280.80
Public Information Officer	\$ 155.20	
CAPTAIN II 2142-2	Drill Master / Recruitment Training Officer	\$ 307.20
	Emergency Medical Technician	2.00%
	Emergency Operations Liaison Officer	\$ 307.20
	Helitac Certified and Assigned	\$ 257.60
	Medical Liaison	\$ 307.20
	Paramedic	\$ 280.80
	Planning Section	\$ 307.20
	Public Information Officer	\$ 307.20

* The premiums are listed in Article 8.3. Under Article 8.3, the biweekly premiums are percentages or schedules. In this Premium Summary, the AMOUNT column is a flat rate calculation of the percentage bonuses. However, if there is any disparity between the percentage bonuses under Article 8.3 and the amount in the Premium Summary, the percentages under Article 8.3 shall prevail. Additionally, the City and UFLAC agree that, by listing the premiums as flat rates in the Premium Summary, the parties do not intend to modify the percentage premiums under Section 8.3.

FIREFIGHTERS UNIT - SALARY SCHEDULES

Operative on: June 29, 2025

SCHEDULE				1	2	3	4	5	6
A	Firefighter I 2112-1	Regular	BW	\$ 3,367.20					
		Pay	MO	\$ 7,323.66					
			YR	\$ 87,883.92					
1	Firefighter II 2112-2	Regular	BW	\$ 3,543.20	\$ 3,734.40	\$ 3,952.00	\$ 4,158.40	\$ 4,405.60	\$ 4,659.20
		Pay	MO	\$ 7,706.46	\$ 8,122.32	\$ 8,595.60	\$ 9,044.52	\$ 9,582.18	\$ 10,133.76
			YR	\$ 92,477.52	\$ 97,467.84	\$ 103,147.20	\$ 108,534.24	\$ 114,986.16	\$ 121,605.12
2	Firefighter III 2112-3	Regular	BW		\$ 3,948.80	\$ 4,158.40	\$ 4,405.60	\$ 4,659.20	\$ 4,915.20
		Pay	MO		\$ 8,588.64	\$ 9,044.52	\$ 9,582.18	\$ 10,133.76	\$ 10,690.56
			YR		\$ 103,063.68	\$ 108,534.24	\$ 114,986.16	\$ 121,605.12	\$ 128,286.72
4	Firefighter II Paramedic 2112-2	Regular	BW		\$ 4,405.60	\$ 4,659.20	\$ 4,915.20	\$ 5,185.60	\$ 5,478.40
		Pay	MO		\$ 9,582.18	\$ 10,133.76	\$ 10,690.56	\$ 11,278.68	\$ 11,915.52
			YR		\$ 114,986.16	\$ 121,605.12	\$ 128,286.72	\$ 135,344.16	\$ 142,986.24
5	Firefighter III 2112-4 2112-5 2112-6 Apparatus Op. 2121 Engineer 2131 Helicopter Pilot I 3563-1 Fireboat Mate 5125	Regular	BW			\$ 4,915.20	\$ 5,185.60	\$ 5,478.40	\$ 5,788.00
		Pay	MO			\$ 10,690.56	\$ 11,278.68	\$ 11,915.52	\$ 12,588.90
			YR			\$ 128,286.72	\$ 135,344.16	\$ 142,986.24	\$ 151,066.80

FIREFIGHTERS UNIT - SALARY SCHEDULES

Operative on: June 29, 2025

SCHEDULE				1	2	3	4	5	6
6	Fire Inspector I 2128-1	Regular	BW				\$ 5,478.40	\$ 5,788.00	\$ 6,114.40
		Pay	MO				\$ 11,915.52	\$ 12,588.90	\$ 13,298.82
			YR				\$ 142,986.24	\$ 151,066.80	\$ 159,585.84
6P	Helicopter Pilot II 3563-2	Regular	BW				\$ 5,515.20	\$ 5,828.00	\$ 6,155.20
		Pay	MO				\$ 11,995.56	\$ 12,675.90	\$ 13,387.56
			YR				\$ 143,946.72	\$ 152,110.80	\$ 160,650.72
7	Fire Inspector II 2128-2	Regular	BW				\$ 5,788.00	\$ 6,114.40	\$ 6,454.40
		Pay	MO				\$ 12,588.90	\$ 13,298.82	\$ 14,038.32
			YR				\$ 151,066.80	\$ 159,585.84	\$ 168,459.84
8	Fire Captain I 2142-1 2142-3 Fireboat Pilot 5127	Regular	BW				\$ 6,114.40	\$ 6,454.40	\$ 6,814.40
		Pay	MO				\$ 13,298.82	\$ 14,038.32	\$ 14,821.32
			YR				\$ 159,585.84	\$ 168,459.84	\$ 177,855.84
8P	Helicopter Pilot III 3563-3	Regular	BW				\$ 6,416.80	\$ 6,776.80	\$ 7,153.60
		Pay	MO				\$ 13,956.54	\$ 14,739.54	\$ 15,559.08
			YR				\$ 167,478.48	\$ 176,874.48	\$ 186,708.96
9	Fire Captain II 2142-2	Regular	BW				\$ 6,454.40	\$ 6,814.40	\$ 7,185.60
		Pay	MO				\$ 14,038.32	\$ 14,821.32	\$ 15,628.68
			YR				\$ 168,459.84	\$ 177,855.84	\$ 187,544.16
9P	Helicopter Pilot IV 3563-4	Regular	BW				\$ 6,752.80	\$ 7,131.20	\$ 7,520.00
		Pay	MO				\$ 14,687.34	\$ 15,510.36	\$ 16,356.00
			YR				\$ 176,248.08	\$ 186,124.32	\$ 196,272.00
10P	Helicopter Pilot V 3563-5	Regular	BW				\$ 6,957.60	\$ 7,336.80	\$ 7,742.40
		Pay	MO				\$ 15,132.78	\$ 15,957.54	\$ 16,839.72
			YR				\$ 181,593.36	\$ 191,490.48	\$ 202,076.64

FIREFIGHTERS UNIT - PREMIUM SUMMARY*
Operative on: June 29, 2025

	PREMIUM DESCRIPTION	AMOUNT
ELIGIBLE UNIT MEMBERS (see MOU provisions for eligibility)	Aircraft Rescue	\$ 265.60
	Bilingual Bonus - speaking	2.75%
	Bilingual Bonus - speaking, reading	5.50%
	CUPA Section	\$ 317.60
	Drill Tower Bonus	\$ 211.20
	Education Bonus 1%	1.00%
	Education Bonus 3%	3.00%
	Field Incident Management Team	\$ 201.60
	Hazardous Materials	\$ 265.60
	Incident Management Team	\$ 152.00
	Marksmanship - Marksman	\$ 8.00
	Marksmanship - Sharpshooter	\$ 16.00
	Marksmanship - Expert	\$ 32.00
	Marksmanship - Distinguished Expert	\$ 64.00
	MFC Bilingual	7.40%
	Network Staffing Assistant	\$ 98.40
	Rescue Ambulance Incentive	\$ 2.50 /HR
	Swift Water Rescue Team	\$ 2.00 /HR
	Swift Water Rescue Team - Water Entry	\$ 2.00 /HR
	Technical Rescue	\$ 265.60
	TEMS Specialist	\$ 135.20
	Uniform Allowance (Paid in PP 11 annually)	\$ 1,525.00
	Unmanned Aerial System	\$ 2.00 /HR
	Wellness - Medical Exam and Online Training	0.50%
	Wellness - Physical Fitness	1.00%
	Wellness - Aerobic Test	1.50%
FIREFIGHTER II 2112-2	Emergency Medical Technician	3.50%
	Paramedic	Schedule 4
FIREFIGHTER III 2112-3	Arson Dog Handler 2 or more years	\$ 1,238.40
	Arson Investigator 1 or more years	\$ 609.60
	Arson Investigator 2 or more years	\$ 963.20
	Arson Investigator Trainee	\$ 211.20
	Disaster Response	\$ 211.20
	Emergency Incident Technician	\$ 265.60
	Emergency Medical Technician	4.00%
	EMT Instructor	\$ 697.60
	EMT Instructor 2 or more years	\$ 816.00
	Heavy Equipment Operator	\$ 697.60
	Helitac Certified and Assigned	\$ 265.60
	Hydrant Planning	\$ 211.20
	Longevity 10 years	\$ 135.20
	Longevity 15 years	\$ 270.40
	Longevity 20 years	\$ 405.60
	MFC Dispatcher less than 2 years	\$ 108.00
	MFC Dispatcher 2 or more years	\$ 211.20
	MFC Dispatcher 4 or more years	\$ 329.60
	Paramedic	Schedule 5
	Public Service Officer	\$ 393.60
	Recruitment Unit	\$ 211.20
	Safety Education	\$ 211.20
	SCUBA - Regularly Assigned or Detailed	\$ 211.20
	SCUBA - Back Up	\$ 108.00
	Senior Arson Investigator	\$ 1,238.40

FIREFIGHTERS UNIT - PREMIUM SUMMARY*
Operative on: June 29, 2025

PREMIUM DESCRIPTION		AMOUNT
FIREFIGHTER III 2112-4	Emergency Medical Technician	4.00%
FIREFIGHTER III 2112-5	Emergency Medical Technician	4.00%
FIREFIGHTER III 2112-6	Emergency Medical Technician	4.00%
APPARATUS OPERATOR 2121	Driver	\$ 318.40
	Emergency Medical Technician	3.50%
	Helitac Certified and Assigned	\$ 265.60
ENGINEER 2131	Driver	\$ 318.40
	Emergency Medical Technician	3.50%
	Helitac Certified and Assigned	\$ 265.60
	Test Pit	\$ 266.40
INSPECTOR I 2128-1	Emergency Medical Technician	3.50%
INSPECTOR II 2128-2	Emergency Medical Technician	3.50%
	Safety Inspector	\$ 355.20
FIREBOAT MATE 5125	Driver	\$ 318.40
	Emergency Medical Technician	3.50%
	Supervising Officer (with Captain assigned)	\$ 526.40
	Supervising Officer (without Captain assigned)	\$ 844.80
FIREBOAT PILOT 5127	Emergency Medical Technician	3.50%
FIRE HELICOPTER PILOT 3563-1 thru 3563-5	Emergency Medical Technician	3.50%
CAPTAIN I 2142-1 & 2142-3	Emergency Medical Technician	3.50%
	EMS Battalion or EMS Geographic Bureau	Schedule 9
	Helitac Certified and Assigned	\$ 265.60
	Medical Liaison	\$ 160.00
	MFC less than 2 years	\$ 84.80
	MFC 2 or more years	\$ 153.60
	MFC 4 or more years	\$ 289.60
	Paramedic	\$ 289.60
Public Information Officer	\$ 160.00	
CAPTAIN II 2142-2	Drill Master / Recruitment Training Officer	\$ 316.00
	Emergency Medical Technician	3.50%
	Emergency Operations Liaison Officer	\$ 316.00
	Helitac Certified and Assigned	\$ 265.60
	Medical Liaison	\$ 316.00
	Paramedic	\$ 289.60
	Planning Section	\$ 316.00
Public Information Officer	\$ 316.00	

* The premiums are listed in Article 8.3. Under Article 8.3, the biweekly premiums are percentages or schedules. In this Premium Summary, the AMOUNT column is a flat rate calculation of the percentage bonuses. However, if there is any disparity between the percentage bonuses under Article 8.3 and the amount in the Premium Summary, the percentages under Article 8.3 shall prevail. Additionally, the City and UFLAC agree that, by listing the premiums as flat rates in the Premium Summary, the parties do not intend to modify the percentage premiums under Section 8.3.

FIREFIGHTERS UNIT - SALARY SCHEDULES

Operative on: June 28, 2026

SCHEDULE				1	2	3	4	5	6
A	Firefighter I 2112-1	Regular	BW	\$ 3,468.00					
		Pay	MO	\$ 7,542.90					
			YR	\$ 90,514.80					
1	Firefighter II 2112-2	Regular	BW	\$ 3,649.60	\$ 3,846.40	\$ 4,070.40	\$ 4,283.20	\$ 4,537.60	\$ 4,799.20
		Pay	MO	\$ 7,937.88	\$ 8,365.92	\$ 8,853.12	\$ 9,315.96	\$ 9,869.28	\$ 10,438.26
			YR	\$ 95,254.56	\$ 100,391.04	\$ 106,237.44	\$ 111,791.52	\$ 118,431.36	\$ 125,259.12
2	Firefighter III 2112-3	Regular	BW		\$ 4,067.20	\$ 4,283.20	\$ 4,537.60	\$ 4,799.20	\$ 5,062.40
		Pay	MO		\$ 8,846.16	\$ 9,315.96	\$ 9,869.28	\$ 10,438.26	\$ 11,010.72
			YR		\$ 106,153.92	\$ 111,791.52	\$ 118,431.36	\$ 125,259.12	\$ 132,128.64
4	Firefighter II Paramedic 2112-2	Regular	BW		\$ 4,537.60	\$ 4,799.20	\$ 5,062.40	\$ 5,340.80	\$ 5,642.40
		Pay	MO		\$ 9,869.28	\$ 10,438.26	\$ 11,010.72	\$ 11,616.24	\$ 12,272.22
			YR		\$ 118,431.36	\$ 125,259.12	\$ 132,128.64	\$ 139,394.88	\$ 147,266.64
5	Firefighter III 2112-4 2112-5 2112-6 Apparatus Op. 2121 Engineer 2131 Helicopter Pilot I 3563-1 Fireboat Mate 5125	Regular	BW			\$ 5,062.40	\$ 5,340.80	\$ 5,642.40	\$ 5,961.60
		Pay	MO			\$ 11,010.72	\$ 11,616.24	\$ 12,272.22	\$ 12,966.48
			YR			\$ 132,128.64	\$ 139,394.88	\$ 147,266.64	\$ 155,597.76

FIREFIGHTERS UNIT - SALARY SCHEDULES

Operative on: June 28, 2026

SCHEDULE				1	2	3	4	5	6
6	Fire Inspector I 2128-1	Regular	BW				\$ 5,642.40	\$ 5,961.60	\$ 6,297.60
		Pay	MO				\$ 12,272.22	\$ 12,966.48	\$ 13,697.28
			YR				\$ 147,266.64	\$ 155,597.76	\$ 164,367.36
6P	Helicopter Pilot II 3563-2	Regular	BW				\$ 5,680.80	\$ 6,003.20	\$ 6,340.00
		Pay	MO				\$ 12,355.74	\$ 13,056.96	\$ 13,789.50
			YR				\$ 148,268.88	\$ 156,683.52	\$ 165,474.00
7	Fire Inspector II 2128-2	Regular	BW				\$ 5,961.60	\$ 6,297.60	\$ 6,648.00
		Pay	MO				\$ 12,966.48	\$ 13,697.28	\$ 14,459.40
			YR				\$ 155,597.76	\$ 164,367.36	\$ 173,512.80
8	Fire Captain I 2142-1 2142-3 Fireboat Pilot 5127	Regular	BW				\$ 6,297.60	\$ 6,648.00	\$ 7,019.20
		Pay	MO				\$ 13,697.28	\$ 14,459.40	\$ 15,266.76
			YR				\$ 164,367.36	\$ 173,512.80	\$ 183,201.12
8P	Helicopter Pilot III 3563-3	Regular	BW				\$ 6,609.60	\$ 6,980.00	\$ 7,368.00
		Pay	MO				\$ 14,375.88	\$ 15,181.50	\$ 16,025.40
			YR				\$ 172,510.56	\$ 182,178.00	\$ 192,304.80
9	Fire Captain II 2142-2	Regular	BW				\$ 6,648.00	\$ 7,019.20	\$ 7,400.80
		Pay	MO				\$ 14,459.40	\$ 15,266.76	\$ 16,096.74
			YR				\$ 173,512.80	\$ 183,201.12	\$ 193,160.88
9P	Helicopter Pilot IV 3563-4	Regular	BW				\$ 6,955.20	\$ 7,344.80	\$ 7,745.60
		Pay	MO				\$ 15,127.56	\$ 15,974.94	\$ 16,846.68
			YR				\$ 181,530.72	\$ 191,699.28	\$ 202,160.16
10P	Helicopter Pilot V 3563-5	Regular	BW				\$ 7,166.40	\$ 7,556.80	\$ 7,974.40
		Pay	MO				\$ 15,586.92	\$ 16,436.04	\$ 17,344.32
			YR				\$ 187,043.04	\$ 197,232.48	\$ 208,131.84

FIREFIGHTERS UNIT - PREMIUM SUMMARY*
Operative on: June 28, 2026

	PREMIUM DESCRIPTION	AMOUNT
ELIGIBLE UNIT MEMBERS (see MOU provisions for eligibility)	Aircraft Rescue	\$ 273.60
	Bilingual Bonus - speaking	2.75%
	Bilingual Bonus - speaking, reading	5.50%
	CUPA Section	\$ 327.20
	Drill Tower Bonus	\$ 217.60
	Education Bonus 1%	1.00%
	Education Bonus 3%	3.00%
	Field Incident Management Team	\$ 207.20
	Hazardous Materials	\$ 273.60
	Incident Management Team	\$ 156.80
	Marksmanship - Marksman	\$ 8.00
	Marksmanship - Sharpshooter	\$ 16.00
	Marksmanship - Expert	\$ 32.00
	Marksmanship - Distinguished Expert	\$ 64.00
	MFC Bilingual	7.40%
	Network Staffing Assistant	\$ 101.60
	Rescue Ambulance Incentive	\$ 2.50 /HR
	Swift Water Rescue Team	\$ 2.00 /HR
	Swift Water Rescue Team - Water Entry	\$ 2.00 /HR
	Technical Rescue	\$ 273.60
	TEMS Specialist	\$ 139.20
	Uniform Allowance (Paid in PP 11 annually)	\$ 1,525.00
	Unmanned Aerial System	\$ 2.00 /HR
	Wellness - Medical Exam and Online Training	2.00%
	Wellness - Physical Fitness	2.50%
	Wellness - Aerobic Test	3.00%
FIREFIGHTER II 2112-2	Emergency Medical Technician	5.00%
	Paramedic	Schedule 4
FIREFIGHTER III 2112-3	Arson Dog Handler 2 or more years	\$ 1,276.00
	Arson Investigator 1 or more years	\$ 628.00
	Arson Investigator 2 or more years	\$ 992.00
	Arson Investigator Trainee	\$ 217.60
	Disaster Response	\$ 217.60
	Emergency Incident Technician	\$ 273.60
	Emergency Medical Technician	5.50%
	EMT Instructor	\$ 719.20
	EMT Instructor 2 or more years	\$ 840.00
	Heavy Equipment Operator	\$ 719.20
	Helitac Certified and Assigned	\$ 273.60
	Hydrant Planning	\$ 217.60
	Longevity 10 years	\$ 139.20
	Longevity 15 years	\$ 278.40
	Longevity 20 years	\$ 417.60
	MFC Dispatcher less than 2 years	\$ 111.20
	MFC Dispatcher 2 or more years	\$ 217.60
	MFC Dispatcher 4 or more years	\$ 339.20
	Paramedic	Schedule 5
	Public Service Officer	\$ 404.80
	Recruitment Unit	\$ 217.60
	Safety Education	\$ 217.60
	SCUBA - Regularly Assigned or Detailed	\$ 217.60
	SCUBA - Back Up	\$ 111.20
	Senior Arson Investigator	\$ 1,276.00

FIREFIGHTERS UNIT - PREMIUM SUMMARY*
Operative on: June 28, 2026

PREMIUM DESCRIPTION		AMOUNT
FIREFIGHTER III 2112-4	Emergency Medical Technician	5.50%
FIREFIGHTER III 2112-5	Emergency Medical Technician	5.50%
FIREFIGHTER III 2112-6	Emergency Medical Technician	5.50%
APPARATUS OPERATOR 2121	Driver	\$ 328.00
	Emergency Medical Technician	5.00%
	Helitac Certified and Assigned	\$ 273.60
ENGINEER 2131	Driver	\$ 328.00
	Emergency Medical Technician	5.00%
	Helitac Certified and Assigned	\$ 273.60
	Test Pit	\$ 274.40
INSPECTOR I 2128-1	Emergency Medical Technician	5.00%
INSPECTOR II 2128-2	Emergency Medical Technician	5.00%
	Safety Inspector	\$ 365.60
FIREBOAT MATE 5125	Driver	\$ 328.00
	Emergency Medical Technician	5.00%
	Supervising Officer (with Captain assigned)	\$ 542.40
	Supervising Officer (without Captain assigned)	\$ 870.40
FIREBOAT PILOT 5127	Emergency Medical Technician	5.00%
FIRE HELICOPTER PILOT 3563-1 thru 3563-5	Emergency Medical Technician	5.00%
CAPTAIN I 2142-1 & 2142-3	Emergency Medical Technician	5.00%
	EMS Battalion or EMS Geographic Bureau	Schedule 9
	Helitac Certified and Assigned	\$ 273.60
	Medical Liaison	\$ 164.80
	MFC less than 2 years	\$ 88.00
	MFC 2 or more years	\$ 157.60
	MFC 4 or more years	\$ 298.40
	Paramedic	\$ 298.40
Public Information Officer	\$ 164.80	
CAPTAIN II 2142-2	Drill Master / Recruitment Training Officer	\$ 325.60
	Emergency Medical Technician	5.00%
	Emergency Operations Liaison Officer	\$ 325.60
	Helitac Certified and Assigned	\$ 273.60
	Medical Liaison	\$ 325.60
	Paramedic	\$ 298.40
	Planning Section	\$ 325.60
Public Information Officer	\$ 325.60	

* The premiums are listed in Article 8.3. Under Article 8.3, the biweekly premiums are percentages or schedules. In this Premium Summary, the AMOUNT column is a flat rate calculation of the percentage bonuses. However, if there is any disparity between the percentage bonuses under Article 8.3 and the amount in the Premium Summary, the percentages under Article 8.3 shall prevail. Additionally, the City and UFLAC agree that, by listing the premiums as flat rates in the Premium Summary, the parties do not intend to modify the percentage premiums under Section 8.3.

FIREFIGHTERS UNIT - SALARY SCHEDULES

Operative on: June 27, 2027

SCHEDULE				1	2	3	4	5	6
A	Firefighter I 2112-1	Regular	BW	\$ 3,572.00					
		Pay	MO	\$ 7,769.10					
			YR	\$ 93,229.20					
1	Firefighter II 2112-2	Regular	BW	\$ 3,759.20	\$ 3,961.60	\$ 4,192.80	\$ 4,412.00	\$ 4,673.60	\$ 4,943.20
		Pay	MO	\$ 8,176.26	\$ 8,616.48	\$ 9,119.34	\$ 9,596.10	\$ 10,165.08	\$ 10,751.46
			YR	\$ 98,115.12	\$ 103,397.76	\$ 109,432.08	\$ 115,153.20	\$ 121,980.96	\$ 129,017.52
2	Firefighter III 2112-3	Regular	BW		\$ 4,189.60	\$ 4,412.00	\$ 4,673.60	\$ 4,943.20	\$ 5,214.40
		Pay	MO		\$ 9,112.38	\$ 9,596.10	\$ 10,165.08	\$ 10,751.46	\$ 11,341.32
			YR		\$ 109,348.56	\$ 115,153.20	\$ 121,980.96	\$ 129,017.52	\$ 136,095.84
4	Firefighter II Paramedic 2112-2	Regular	BW		\$ 4,673.60	\$ 4,943.20	\$ 5,214.40	\$ 5,500.80	\$ 5,812.00
		Pay	MO		\$ 10,165.08	\$ 10,751.46	\$ 11,341.32	\$ 11,964.24	\$ 12,641.10
			YR		\$ 121,980.96	\$ 129,017.52	\$ 136,095.84	\$ 143,570.88	\$ 151,693.20
5	Firefighter III 2112-4 2112-5 2112-6 Apparatus Op. 2121 Engineer 2131 Helicopter Pilot I 3563-1 Fireboat Mate 5125	Regular	BW			\$ 5,214.40	\$ 5,500.80	\$ 5,812.00	\$ 6,140.80
		Pay	MO			\$ 11,341.32	\$ 11,964.24	\$ 12,641.10	\$ 13,356.24
			YR			\$ 136,095.84	\$ 143,570.88	\$ 151,693.20	\$ 160,274.88

FIREFIGHTERS UNIT - SALARY SCHEDULES

Operative on: June 27, 2027

SCHEDULE				1	2	3	4	5	6
6	Fire Inspector I 2128-1	Regular	BW				\$ 5,812.00	\$ 6,140.80	\$ 6,486.40
		Pay	MO				\$ 12,641.10	\$ 13,356.24	\$ 14,107.92
			YR				\$ 151,693.20	\$ 160,274.88	\$ 169,295.04
6P	Helicopter Pilot II 3563-2	Regular	BW				\$ 5,851.20	\$ 6,183.20	\$ 6,530.40
		Pay	MO				\$ 12,726.36	\$ 13,448.46	\$ 14,203.62
			YR				\$ 152,716.32	\$ 161,381.52	\$ 170,443.44
7	Fire Inspector II 2128-2	Regular	BW				\$ 6,140.80	\$ 6,486.40	\$ 6,847.20
		Pay	MO				\$ 13,356.24	\$ 14,107.92	\$ 14,892.66
			YR				\$ 160,274.88	\$ 169,295.04	\$ 178,711.92
8	Fire Captain I 2142-1 2142-3 Fireboat Pilot 5127	Regular	BW				\$ 6,486.40	\$ 6,847.20	\$ 7,229.60
		Pay	MO				\$ 14,107.92	\$ 14,892.66	\$ 15,724.38
			YR				\$ 169,295.04	\$ 178,711.92	\$ 188,692.56
8P	Helicopter Pilot III 3563-3	Regular	BW				\$ 6,808.00	\$ 7,189.60	\$ 7,588.80
		Pay	MO				\$ 14,807.40	\$ 15,637.38	\$ 16,505.64
			YR				\$ 177,688.80	\$ 187,648.56	\$ 198,067.68
9	Fire Captain II 2142-2	Regular	BW				\$ 6,847.20	\$ 7,229.60	\$ 7,623.20
		Pay	MO				\$ 14,892.66	\$ 15,724.38	\$ 16,580.46
			YR				\$ 178,711.92	\$ 188,692.56	\$ 198,965.52
9P	Helicopter Pilot IV 3563-4	Regular	BW				\$ 7,164.00	\$ 7,564.80	\$ 7,977.60
		Pay	MO				\$ 15,581.70	\$ 16,453.44	\$ 17,351.28
			YR				\$ 186,980.40	\$ 197,441.28	\$ 208,215.36
10P	Helicopter Pilot V 3563-5	Regular	BW				\$ 7,381.60	\$ 7,783.20	\$ 8,213.60
		Pay	MO				\$ 16,054.98	\$ 16,928.46	\$ 17,864.58
			YR				\$ 192,659.76	\$ 203,141.52	\$ 214,374.96

FIREFIGHTERS UNIT - PREMIUM SUMMARY*
Operative on: June 27, 2027

	PREMIUM DESCRIPTION	AMOUNT
ELIGIBLE UNIT MEMBERS (see MOU provisions for eligibility)	Aircraft Rescue	\$ 281.60
	Bilingual Bonus - speaking	2.75%
	Bilingual Bonus - speaking, reading	5.50%
	CUPA Section	\$ 337.60
	Drill Tower Bonus	\$ 224.00
	Education Bonus 1%	1.00%
	Education Bonus 3%	3.00%
	Field Incident Management Team	\$ 213.60
	Hazardous Materials	\$ 281.60
	Incident Management Team	\$ 161.60
	Marksmanship - Marksman	\$ 8.00
	Marksmanship - Sharpshooter	\$ 16.00
	Marksmanship - Expert	\$ 32.00
	Marksmanship - Distinguished Expert	\$ 64.00
	MFC Bilingual	7.40%
	Network Staffing Assistant	\$ 104.00
	Rescue Ambulance Incentive	\$ 2.50 /HR
	Swift Water Rescue Team	\$ 2.00 /HR
	Swift Water Rescue Team - Water Entry	\$ 2.00 /HR
	Technical Rescue	\$ 281.60
	TEMS Specialist	\$ 143.20
	Uniform Allowance (Paid in PP 11 annually)	\$ 1,525.00
	Unmanned Aerial System	\$ 2.00 /HR
	Wellness - Medical Exam and Online Training	2.00%
	Wellness - Physical Fitness	2.50%
	Wellness - Aerobic Test	3.00%
FIREFIGHTER II 2112-2	Emergency Medical Technician	6.50%
	Paramedic	Schedule 4
FIREFIGHTER III 2112-3	Arson Dog Handler 2 or more years	\$ 1,314.40
	Arson Investigator 1 or more years	\$ 646.40
	Arson Investigator 2 or more years	\$ 1,022.40
	Arson Investigator Trainee	\$ 224.00
	Disaster Response	\$ 224.00
	Emergency Incident Technician	\$ 281.60
	Emergency Medical Technician	7.00%
	EMT Instructor	\$ 740.80
	EMT Instructor 2 or more years	\$ 865.60
	Heavy Equipment Operator	\$ 740.80
	Helitac Certified and Assigned	\$ 281.60
	Hydrant Planning	\$ 224.00
	Longevity 10 years	\$ 143.20
	Longevity 15 years	\$ 286.40
	Longevity 20 years	\$ 430.40
	MFC Dispatcher less than 2 years	\$ 114.40
	MFC Dispatcher 2 or more years	\$ 224.00
	MFC Dispatcher 4 or more years	\$ 349.60
	Paramedic	Schedule 5
	Public Service Officer	\$ 416.80
	Recruitment Unit	\$ 224.00
	Safety Education	\$ 224.00
	SCUBA - Regularly Assigned or Detailed	\$ 224.00
	SCUBA - Back Up	\$ 114.40
	Senior Arson Investigator	\$ 1,314.40

FIREFIGHTERS UNIT - PREMIUM SUMMARY*
Operative on: June 27, 2027

PREMIUM DESCRIPTION		AMOUNT
FIREFIGHTER III 2112-4	Emergency Medical Technician	7.00%
FIREFIGHTER III 2112-5	Emergency Medical Technician	7.00%
FIREFIGHTER III 2112-6	Emergency Medical Technician	7.00%
APPARATUS OPERATOR 2121	Driver	\$ 337.60
	Emergency Medical Technician	6.50%
	Helitac Certified and Assigned	\$ 281.60
ENGINEER 2131	Driver	\$ 337.60
	Emergency Medical Technician	6.50%
	Helitac Certified and Assigned	\$ 281.60
	Test Pit	\$ 282.40
INSPECTOR I 2128-1	Emergency Medical Technician	6.50%
INSPECTOR II 2128-2	Emergency Medical Technician	6.50%
	Safety Inspector	\$ 376.80
FIREBOAT MATE 5125	Driver	\$ 337.60
	Emergency Medical Technician	6.50%
	Supervising Officer (with Captain assigned)	\$ 559.20
	Supervising Officer (without Captain assigned)	\$ 896.80
FIREBOAT PILOT 5127	Emergency Medical Technician	6.50%
FIRE HELICOPTER PILOT 3563-1 thru 3563-5	Emergency Medical Technician	6.50%
CAPTAIN I 2142-1 & 2142-3	Emergency Medical Technician	6.50%
	EMS Battalion or EMS Geographic Bureau	Schedule 9
	Helitac Certified and Assigned	\$ 281.60
	Medical Liaison	\$ 169.60
	MFC less than 2 years	\$ 90.40
	MFC 2 or more years	\$ 162.40
	MFC 4 or more years	\$ 307.20
	Paramedic	\$ 307.20
Public Information Officer	\$ 169.60	
CAPTAIN II 2142-2	Drill Master / Recruitment Training Officer	\$ 335.20
	Emergency Medical Technician	6.50%
	Emergency Operations Liaison Officer	\$ 335.20
	Helitac Certified and Assigned	\$ 281.60
	Medical Liaison	\$ 335.20
	Paramedic	\$ 307.20
	Planning Section	\$ 335.20
Public Information Officer	\$ 335.20	

* The premiums are listed in Article 8.3. Under Article 8.3, the biweekly premiums are percentages or schedules. In this Premium Summary, the AMOUNT column is a flat rate calculation of the percentage bonuses. However, if there is any disparity between the percentage bonuses under Article 8.3 and the amount in the Premium Summary, the percentages under Article 8.3 shall prevail. Additionally, the City and UFLAC agree that, by listing the premiums as flat rates in the Premium Summary, the parties do not intend to modify the percentage premiums under Section 8.3.

APPENDIX E

FAMILY AND MEDICAL LEAVE

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

A. Authorization for Leave

Up to four (4) months (nine pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption or foster care of a child, or serious health condition of a qualified person as defined in D.3 of this Appendix, upon the request of the employee or designation by Management in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the (LAAC) to the contrary.

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

Leave under the provisions of this Article shall be limited to four (4) months (nine pay periods [720 hours]) during a twelve (12) month period, regardless of the number of incidents. A twelve (12) month period shall be measured forward from the first day of leave for each individual taking a leave. The next twelve (12) month period will begin the first day of leave taken under the provisions of this Article after completion of the previous twelve (12) month period.

Exceptions: Under the provisions of this Article, a pregnant employee may be eligible for up to four (4) months (nine pay periods [720 hours]) for childbirth disability and up to an additional four (4) months (nine pay periods [720 hours]) for the purpose of bonding. (See Sections D.1 and D.6 of this Appendix).

Under the provision of this Article, an employee may be eligible for up to 26 workweeks in a single 12-month period for military caregiver leave covered under subsection D.5.b.

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

- a. Domestic partners are two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring.
 - b. A domestic partnership shall be established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State pursuant to California Family Code Section 297, and at the time of filing all of the following requirements are met:
 - (1) Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
 - (2) The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
 - (3) Both persons are at least 18 years of age, except as provided in California Family Code Section 297.1.
 - (4) Both persons are capable of consenting to the domestic partnership.
3. Parent means a biological, step, adoptive or foster parent, an individual who stands or stood in *loco parentis* to an employee, or legal guardian. This term does not mean parents-in-law. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for or financially support a child, or in the case a parent of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
4. Child means a biological, adopted, or foster child, a stepchild, a legal ward or child of a person standing *in loco parentis*, who is either under age eighteen (18) or age eighteen (18) or older and incapable of self-care because of a mental or physical disability.
5. Covered active duty. The term "covered active duty" means:
- a. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign county and
 - b. in the case of a member of a reserve component of the Armed Forces duty during the deployment of the member with the Armed Forces to a foreign county under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10 United States Code.

6. Covered service member. The term “covered service member” means:
 - a. a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or
 - b. a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
7. “Designated person” means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. Employees are limited to only one designated person per 12-month period for family care and medical leave.
8. “Serious injury or illness” of a covered service member shall mean the following:
 - a. in the case of a member of the Armed Forces (including a member of the National Guard or Reserves) means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
 - b. in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

C. Eligibility

1. The provisions of this Article shall apply to employees who have been employed by the City for at least twelve (12) months and who have worked at least 1,250 hours during the twelve (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 (4) months (nine pay periods [720 hours]) of leave if disabled due to pregnancy.

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

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

D. Conditions

1. Pregnancy - A leave for a pregnant employee shall start at the beginning of the period of disability that a health care provider certifies as necessary. Leave for the non-disability portion of childbirth (“bonding”) may be taken before or after delivery.

In accordance with the PDL under the California FEHA, employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine pay periods [720 hours]) of leave per pregnancy 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, and must be concluded within one year of the child’s birth. The first 12 workweeks of leave under the PDL shall run concurrently with FMLA leave but not CFRA leave.

Employees (each parent individually) are also eligible for family leave (“bonding”) under the CFRA, which shall be limited to four months (nine pay periods [720 hours]) 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 Subsection D.2 of this Article. (The administration of such leave shall be in accordance with Subsection C.2 of this Appendix). Leave under the CFRA does not run concurrently with the PDL law but consecutively.

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 qualified person shall begin on the date requested by the employee or, if none is requested, on a day designated by Management. Qualified person includes the following with a serious health condition; the employee's child, spouse, parent (including parent-in-law), grandparent, grandchild, sibling, "designated person", domestic partner, other dependent residing in the employee's household, and the following relatives of the employee's domestic partner: child, grandchild, mother, father.
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. Military-related leave
 - a. due to a qualifying exigency as defined by FMLA/CFRA related to the covered active duty or call to covered active duty of an employee's spouse, registered domestic partner, child, or parent (including a parent-in-law) or
 - b. to care for a covered service member with a serious injury or illness.
6. 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 (3) calendar days involving continuing treatment by or under the supervision of a health care provider; or

- c. Any period of incapacity (or treatment resulting there from) due to a chronic or serious health condition; or
 - d. Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
 - e. Any absences to receive multiple treatments (including any period of recovery there from) by, or on referral by, a health care provider for 1) restorative surgery after an accident or other injury, or 2) a condition that likely would result in incapacity of more than three (3) consecutive days if left untreated; or
 - f. Any period of incapacity due to pregnancy or for prenatal care.
7. All leave granted under this Article shall normally be for a continuous period of time for each incident. However, an employee may be permitted to take intermittent leave or work on a reduced schedule to take care of a qualified person with a serious health condition, for their own serious health condition when it is medically necessary, to care for a covered service member with a serious injury or illness if the employer agrees for the birth of a healthy child or placement of a healthy child for adoption or foster care, or the leave is due to a qualifying exigency under subsection D.5.a. Employees needing intermittent leave or leave on a reduced schedule must attempt to schedule their leave so as not to disrupt the Department's operations. Management may require the employee to transfer temporarily to an available alternative position (with equivalent pay and benefits) for which the employee is qualified and that accommodates recurring periods of leave better than the employee's regular position.

In accordance with the CFRA, leave for the birth, adoption or foster care placement of a child of an employee ("bonding" leave) does not have to be taken in one continuous period of time. Under CFRA, the minimum duration of "bonding" leave is two (2) weeks, and on any two (2) occasions an employee is entitled to such "bonding" leave for a time period of not less than one (1) day but less than two (2) 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 (1) year of the birth or placement of the child.

8. If any employee requires another leave for a separate incident under the provisions of this Article during the same twelve (12) month period, a new request must be submitted.

9. Management has the right to request and verify certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow employees at least fifteen (15) calendar days to obtain the medical certification.
10. A personal leave of absence beyond the four (4) month (nine pay period [720 hours]) leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.

E. Notice Requirements

1. Employee

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

2. Management

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

F. Applicable Time Off

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

1. Childbirth (Mother)

- a. Accrued sick leave (100%, 75%, 50%) or vacation for the entire period of disability that a health care provider certifies is necessary, (including prenatal care or the mother's inability to work prior to the birth) may be taken at the employee's discretion.

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

- a. Accrued sick leave (100%, 75%, 50%) may be used at the employee's discretion. Such leave may be taken before or after the vacation time off described in b. below.
- b. Accrued vacation time. Such time must be used prior to the use of time under c. and d. below.
- c. Unpaid leave.
- d. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal FMLA, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

G. Sick Leave Rate of Pay During Family Leave

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

H. Medical Subsidies During Family and Medical Leave

For those employees who are on leave under the above provisions of this Article, Management shall continue the City's health and dental plan subsidies. Employees shall be eligible for such continued subsidies while on a family or medical leave in accordance with the provisions of this Article. However, for any unpaid portion of leave under the above provisions of this Article, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods except while an employee is on a PDL absence (up to four (4) months [9 pay periods/720 hours]), Management shall continue the City's subsidy for her pregnancy health coverage (medical plan subsidy) in compliance with the provisions of Government Code Section 12945. The employee must have been enrolled in a health or dental plan authorized in accordance with Article 4.1 and 4.2 of this MOU prior to the beginning of the leave to be eligible for such subsidy continuation.

I. Monitoring

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


**LETTER OF AGREEMENT
2024-2028 MEMORANDUM OF UNDERSTANDING NO. 23**

SALARY AND BENEFITS

During the term of this Memorandum of Understanding, the parties agree to the following:

- If the City enters into an MOU with the Los Angeles Police Protective League (LAPPL) and/or the Los Angeles Fire Department Chief Officers Association (COA) subsequent to the ratification of this agreement which provides compensation increases to the majority of members of LAPPL and/or the COA that are effective during the term of this MOU that exceed the compensation increases provided by this MOU, the City will provide these additional compensation increases to MOU 23 employees on the same effective date.
- In addition, if such agreement with the LAPPL and/or COA provides health, dental, life insurance subsidies or other benefits during the term of this MOU that exceed the subsidies and/or benefits provided by this MOU, the City agrees to provide the additional health, dental, life insurance subsidies and/or other benefits to MOU 23 employees on the same effective date.


FOR THE UNION:



Freddy Escobar, President
UFLAC, Local 112

11-4-2024
Date

FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

11/04/2024
Date

Approved as to Form and Legality:



Office of the City Attorney

11/4/24
Date

**LETTER OF AGREEMENT
2024-2028 MEMORANDUM OF UNDERSTANDING NO. 23**

COOPERATIVE WORK GROUPS

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

- 48/96 Work Schedule
- Changing Platoon Duty hours to 0630-0630

Upon request, the work groups shall be comprised of three (3) Department representatives and three (3) UFLAC representatives and meet on a quarterly basis or at other times mutually agreed to by the parties. The Department representatives shall not be members of UFLAC's bargaining unit. Each party shall have the responsibility of selecting its own participants, and may opt to change and/or replace participants each quarter.

FOR THE UNION:



Freddy Escobar, President
UFLAC, Local 112

11-4-2024
Date

FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

11/04/2024
Date

**LETTER OF AGREEMENT
2024-2028 MEMORANDUM OF UNDERSTANDING NO. 23**


CUPA (Certified Unified Program Agency) SECTION

The parties agree to the following regarding the CUPA Section:

1. Employees assigned to the CUPA Section shall have six (6) months from the effective date of assignment to obtain International Code Council California Underground Storage Tank Inspector Certification. Any employee who fails to obtain this certification within the six (6) month time period will be transferred out of the CUPA Section.

2. Employees assigned to the CUPA Section who meet the minimum educational requirements of California Code of Regulations Title 27, Division 1, Subdivision 4, Article 5, Section 15260(a)(1)(A), shall receive a biweekly premium in accordance with Article 8.3 of the 2024-2028 MOU.


FOR THE UNION:



Freddy Escobar, President
UFLAC, Local 112

11-4-2024
Date

FOR THE CITY:



Matthew W. Szabo
City Administrative Officer


11/04/2024
Date

**LETTER OF AGREEMENT
2024-2028 MEMORANDUM OF UNDERSTANDING NO. 23**

GRIEVANCE PROCEDURE

The parties agree that the definition of a grievance specified in Article 2.1 of the MOU includes the issuance of an official reprimand and the removal of bonus pay.

FOR THE UNION:



Freddy Escobar, President
UFLAC, Local 112

11-4-2024
Date

FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

11/04/2024
Date




**LETTER OF AGREEMENT
2024-2028 MEMORANDUM OF UNDERSTANDING NO. 23**

MODIFIED COVERAGE

The parties agree to the following regarding the Los Angeles Fire Department's resource deployment plan:

During the term of the current MOU, the Department agrees to not implement any deployment modification which involves scheduled Field Resource closures, commonly known as "Brown-outs", any long-term Field Resource closures, or any variation of scheduled closures. As used in this agreement, the term "Field Resource" is defined as any front-line emergency response company or unit assigned to one of the four Geographic Bureaus with personnel assigned to it on a full-time basis and has authorized position authorities assigned to it. This agreement shall not apply to variably-staffed or augmented resources and shall not prohibit the Department from closing field resources on a day-to-day basis when daily staffing levels fall below the minimum number of personnel required to keep said resources open. This agreement is entered into on a non-precedent setting basis. The Parties agree that this agreement shall not be considered, cited or used in future disputes as establishing past precedent or a past employment practice.

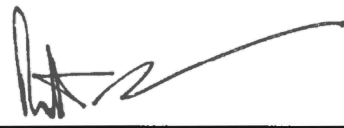
FOR THE UNION:



Freddy Escobar, President
UFLAC, Local 112

11-4-2024
Date

FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

11/04/2024
Date



**LETTER OF AGREEMENT
2024-2028 MEMORANDUM OF UNDERSTANDING NO. 23**

JOINT LABOR MANAGEMENT COMMITTEE ON DAILY CLOSURES

The parties agree to the following regarding the Los Angeles Fire Department's process for daily closures:

The parties agree that, representatives of UFLAC and the Los Angeles Fire Department shall meet and consult as necessary regarding the procedure relevant to field resource closures resulting from daily staffing levels falling below the minimum number required to keep those resources open. The term "field resource" is defined as any front-line emergency response company or unit assigned to one of the four Geographic Bureaus with personnel assigned to it on a full-time basis and has authorized position authorities assigned to it.

FOR THE UNION:



Freddy Escobar, President
UFLAC, Local 112

11-4-2024
Date

FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

11/04/2024
Date

**LETTER OF AGREEMENT
MEMORANDUM OF UNDERSTANDING NO. 23
FIREFIGHTERS AND FIRE CAPTAINS
TIME OFF FOR UNION REPRESENTATIVES**

The Memorandum of Understanding (MOU) between the City of Los Angeles (City) and the United Firefighters of Los Angeles City (UFLAC) provides release time for UFLAC board members to conduct union business (Article 3.9 — Time Off For Union Representatives).


This Letter of Agreement specifies that in the event a UFLAC member is elected to the Executive Board of the International Association of Firefighters (IAFF), that employee will be authorized for full-time release pursuant to Article 3.9 of the MOU regardless of their status as a UFLAC board member, with the exception that such release shall not count as one of the five (5) board members authorized in paragraph A.1. of Article 3.9. Such employee shall be assigned to the Fire Chief's Office for timekeeping purposes and will be paid on an 80-hour per pay period basis. The employee shall be paid full compensation, with the exception of Hazard Pay.

This Letter of Agreement may not be modified without the mutual agreement of Frank Lima and the City Administrative Officer.



Frank Lima

10/1/2024
Date



Matthew W. Szabo
City Administrative Officer

October 2, 2024
Date

**LETTER OF AGREEMENT
2024-2028 MEMORANDUM OF UNDERSTANDING NO. 23**

The parties agree to the following regarding Health Savings Account information:


For any employee who is enrolled in UFLAC's High-Deductible Health Plan (HDHP) and has established a Health Savings Account HSA, UFLAC shall provide the City with individual employee information, each pay period, required for the City to use for tax compliance purposes.

The required data includes the following:

1. Employee ID
2. Employee Name
3. High Deductible Health Plan (HDHP) Coverage Effective Date
4. High Deductible Health Plan (HDHP) Termination Date (when applicable)
5. Health Savings Account (HSA) Employer Contribution Amount (including any adjustment amount)
6. Health Savings Account (HSA) Deposit Date (including any adjustment period)

During the term of the Memorandum of Understanding, the parties may meet to have discussions as potential changes to the new City's payroll system are implemented. This may include, but is not limited to, data format, data fields, timing of data file delivery, and necessary information the City needs for Internal Revenue Service tax compliance purposes.


FOR THE UNION:



Freddy Escobar, President
UFLAC Local 112

11-4-2024
Date

FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

11/04/2024
Date




**LETTER OF AGREEMENT
2024-2028 MEMORANDUM OF UNDERSTANDING NO. 23**

**LIFE INSURANCE IMPUTED INCOME AND DOMESTIC PARTNER IMPUTED
INCOME**

The parties agree that during the term of this Memorandum of Understanding, the parties will meet to discuss Life Insurance Imputed Income and Domestic Partner Imputed Income which will include a discussion of the necessary information the City needs for IRS tax compliance purposes as well as the data format, data fields, timing of data file delivery, and potential changes as the City's payroll system changes.


FOR THE UNION:



Freddy Escobar, President
UFLAC, Local 112

11-4-2024
Date

FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

11/04/2024
Date

**LETTER OF AGREEMENT
2024-2028 MEMORANDUM OF UNDERSTANDING NO. 23**

3/12 ALTERNATE WORK SCHEDULE

The parties agree to the following regarding creation of a 3/12 alternate work schedule:

The parties agree that, beginning the first week of October 2024, representatives of UFLAC, the CAO and the Los Angeles Fire Department shall meet and confer regarding the creation of a 3/12 alternate work schedule for special duty employees assigned to emergency resources.

FOR THE UNION:



Freddy Escobar, President
UFLAC, Local 112

11-4-2024
Date

FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

11/04/2024
Date

