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

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 20th day of January 2004.

BY AND BETWEEN

THE ADMINISTRATIVE HEADS OF THE FIRE DEPARTMENT and
CITY ADMINISTRATIVE OFFICER
(hereinafter referred to as "Management")

AND THE

UNITED FIREFIGHTERS OF LOS ANGELES CITY, LOCAL 112, IAFF, AFL-CIO-CLC
(hereinafter referred to as "Union")

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1.0 UNION RECOGNITION AND GENERAL PROVISIONS

RTICLE 1.1 RECOGNITION

Management hereby recognizes the United Firefighters of Los Angeles City, Local 112, IAFF, AFL-CIO-CLC, as the exclusive representative of employees in the Firefighters and Fire Captains 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 constitutes a joint recommendation of Management and the Union. It shall not be binding in whole or in part on the parties listed below unless and until:

1. The Union has notified the City Administrative Officer in writing that it has approved this Memorandum of Understanding in its entirety.

2. The City Council has approved this Memorandum of Understanding in the manner required by law.

3. The administrative heads of those departments, offices, or bureaus represented herein have approved this Memorandum of Understanding in the manner required by law.

Where resolutions, ordinances or amendments to applicable codes are required, those Articles of this Memorandum of Understanding 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 Memorandum of Understanding is entered into by the City Administrative Officer, as authorized management representative of the City Council, and the authorized management representatives of the Fire Department (hereinafter referred to as "Management"), and authorized representatives of the United Firefighters of Los Angeles City, Local 112, IAFF, AFL-CIO-CLC (hereinafter referred to as "Union") as the exclusive recognized organization for the Firefighters and Fire Captains Unit.

ARTICLE 1.4 SAVINGS CLAUSE

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

ARTICLE 1.5 NON-DISCRIMINATION

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

ARTICLE 1.6 TERM

The term of this Memorandum of Understanding 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 Memorandum of Understanding become operative prior to 12:01 a.m. on July 1, 2003. This Memorandum of Understanding shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2006. By mutual agreement the terms of this Memorandum of Understanding may be extended.

ARTICLE 1.7 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

In the event the Union or Management desires a successor Memorandum of Understanding, said party shall serve upon the other its written proposals for such successor Memorandum of Understanding no later than March 7, 2006. Meet and confer sessions shall begin no later than twenty-one (21) calendar days following the receipt of the written proposals.

ARTICLE 1.8 UNION SECURITY

Management will provide the Union in writing and on diskette, within thirty (30) days from the effective date of this Memorandum of Understanding and each thirty (30) days thereafter, an alphabetized list of employee names subject to this Memorandum of Understanding, their employee number, class title, home address, union membership status and work location.

ARTICLE 1.9 PAYROLL DEDUCTIONS AND DUES

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

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

ARTICLE 1.10 ACTIONS BY THE EMPLOYEE RELATIONS BOARD

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

ARTICLE 1.11 FIRE DEPARTMENT MANUALS

Incorporated into this Memorandum of Understanding are the changes in the Fire Department's Manual of Operation and Rules and Regulations that have been agreed upon by Management and the Union.

Fire Department Administration shall distribute to the field, a written notification of all changes negotiated in the Manual of Operation and the Rules and Regulations within a reasonable amount of time following implementation of the Memorandum of Understanding.

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 a written Memorandum of Understanding or of departmental rules and regulations governing personnel practices or working conditions. The following items are not grievable:

1. An impasse in meeting and conferring upon the terms of a proposed Memorandum of Understanding.

2. Probationary employee terminations.

Section II - Responsibilities and Rights

1. Nothing in this grievance procedure shall be construed to apply to matters for which a remedy is provided by provisions of Section 1060 of the City Charter. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the Employee Relations Board, the employee may elect to pursue the matter under either the grievance procedure herein provided, or by action before the Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.

2. No grievant shall lose his/her right to process his/her grievance because of Management imposed limitations in scheduling meetings.

3. The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon a specific request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor and in all formal review levels.

4. The steps and time limits between steps of the grievance procedure provided herein may be extended or waived only by mutual agreement.

5. Management shall notify the Union of any formal grievance filed that involves the interpretation and/or application of the provisions of this Memorandum of Understanding. 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.

Section III - Procedure

The grievance procedure for employees covered by this Memorandum of Understanding shall be as follows:

Step 1 - Informal Discussion

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

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

Step 2 - First Level of Review

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

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

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

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

Step 3 - Second Level of Review

If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form (F-226B) to the Department Management Representative, who shall forward it to the appropriate officer designated to review the grievance at Step 3. Said notice must be served within fifteen (15) calendar days of receipt of the Step 2 grievance response. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said Chief Officer shall meet with the grievant, and his/her representative, if any, within fifteen (15) calendar days from the date of service. A written decision or statement of the facts and issues shall be rendered within fifteen (15) calendar days (excluding weekends and holidays) from the date of the grievance meeting. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance at the next level of review.

Step 4 - Third Level of Review

If the grievance is not settled at Step 3, the grievant may serve written notice of the grievance on said form (F-226B) to the Department Management Representative, who shall forward it to the appropriate officer designated to review the grievance at Step 4. Said notice must be served within fifteen (15) calendar days of receipt of the Step 3 grievance response. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance. If such written notice is served, said Chief Officer shall meet with the grievant, and his/her representative, if any, within fifteen (15) calendar days from the date of service. A written decision or statement of facts shall be rendered within fifteen (15) calendar days (excluding weekends and holidays) from the date of the grievance meeting. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance at the next level of review.

Step 5 - Arbitration

If the written decision at Step 4 does not settle the grievance, the grievant and the Union jointly may file a written request for arbitration with the Employee Relations Board. The request for arbitration must be filed with the Employee Relations Board within ten (10) calendar days following the date of receipt of the Step 4 grievance response. 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 grievant and Management 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 adopted or specified by the Employee Relations Board, unless the grievant and Management 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 grievant and Management, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the grievant and Management 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 grievant and Management.

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 Memorandum of Understanding.

Section IV - Procedures Following a Board of Rights

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

ARTICLE 2.2 GRIEVANCE REPRESENTATION

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

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

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

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

ARTICLE 2.3 PERSONNEL FOLDERS

An employee, with or without his/her designated representative, shall be entitled to review the contents of his/her department personnel folder, upon request, during hours when the personnel office is normally open for business. Such review shall not interfere with the normal business of the Department.

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

ARTICLE 2.4 INVESTIGATION NOTIFICATION

Section I Notice of Investigation

Upon assignment as a Department Advocate, that officer shall apprise the concerned employee(s) that an official Department investigation involving that employee(s) has been initiated unless the Fire Chief, at his sole discretion, has determined that the charge is of such a nature and seriousness that, in the Fire Chief's opinion, it warrants placing the employee(s) 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

Management representatives, prior to conducting any investigatory interview with any employee covered by this Memorandum of Understanding, shall inform the member of the nature of the interview. The management representatives shall also inform the member of his/her right to representation and shall grant the member a reasonable amount of time to obtain representation.

A member may request representation if, during an interview or inquiry, the potential for discipline is evident.

Section III Search and Seizure Procedures

Any locker, desk or other locked storage place used exclusively by any employee covered by this Memorandum of Understanding, shall not be searched without consent of the member or without reasonable cause, except that:

a. A search may be conducted without the member's presence providing that the member was given reasonable notice;

b. A member may authorize a representative to be present as a witness if the member is unable to be present;

c. A search may be conducted without the member's presence if the member refuses or fails to be present during said search;

d. The member must be informed prior to the search as to the purpose of the search.

ARTICLE 2.5 NO-SMOKING

Employees hired as Firefighters during the term of this Memorandum of Understanding shall be required to remain non-smokers throughout their employment as a member of the Fire Department.

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

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

3.0 TIME OFF

ARTICLE 3.1 HOLIDAYS

1. Each employee covered by this Memorandum of Understanding shall receive thirteen (13) days off in lieu of holidays each calendar year. These days off will be scheduled in accordance with existing practice.

2. Each employee regularly assigned to Special Duty shall receive, in addition to the above, an additional one-half day holiday Christmas Eve (a.m.), and an additional one-half day holiday New Year's Eve (a.m.).

3. Any employee in the Unit who works on one of the holidays specified below shall receive, in addition to the employee's regular compensation for that day, $5.50 for each hour worked:

Thanksgiving	Christmas Day
Christmas Eve	New Year's Eve

ARTICLE 3.2 VACATIONS

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

B. Subject to the approval of the Chief Administrative Officer of the Fire Department or the person designated by said officer, any such member who has served less than ten (10) years may be permitted to defer vacation, thereby accumulating unused vacation time to total not more than thirty-two (32) calendar days; any such member who has completed ten (10) years of service in the aggregate may be permitted to defer vacation, thereby accumulating unused vacation time to total not more than forty-eight (48) calendar days; and any member who has completed thirty (30) years of service in the aggregate may be permitted to defer vacation, thereby accumulating unused vacation time to total not more than fifty (50) calendar days.

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

   1. Any member shall be deemed to have been in the service of the Fire Department during any period of military service performed by the member if the member was entitled to reinstatement as a member of the Fire Department or Police Department after such military service and was, in fact, so reinstated.

2. Service of a member prior to service retirement shall be counted if the member is reactivated pursuant to either Charter Section 1306 or Charter Section 1410.

3. Service of a member prior to resignation from any department of the City shall be counted if the member resigned from said department and was re-employed in the Fire Department within seven (7) days following the effective date of the resignation and if the member is not eligible for a pension under the provisions of Tiers II, III and IV Fire and Police Pension Plans of the City Charter.

D. An employee of this Unit regularly assigned to Special Duty (non-Platoon Duty) who is not eligible to work safety watches may elect to work and receive cash payment for up to 80 hours of accrued vacation time during a calendar year, provided, however, that nothing herein shall alter the employee's ability to accumulate unused vacation time in accordance with Section 4.172(b). The election by an employee to receive such cash payment shall be subject to the approval of the Fire Chief within the budgeted funds of the Fire Department.

ARTICLE 3.3 SICK LEAVE

The practices of allowance for sick leave for current employees shall be in accordance with Section 4.176 of the Los Angeles Administrative Code (LAAC). Notwithstanding LAAC Section 4.176, employees entering the City service on or subsequent to July 1, 1996, shall accrue one day of sick leave and shall accrue one additional day at the end of each subsequent month worked until the pay period which includes the 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 the January 1 following the date of hire, such future employees shall accrue sick leave in accordance with LAAC Section 4.176.

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

Notwithstanding the above provision, the City Council may, by resolution, authorize cash payment to the legal beneficiaries of a member of the Fire Department, who suffers a duty-related death, for the balance of the member's accumulated full-pay sick leave at 100% of

the member's salary rate on the date of his/her death. In no instance shall a member or his/her beneficiaries be compensated more than once for accumulated sick leave upon retirement and/or death of the member.

Employees shall be allowed to accumulate a maximum of 112 working days of sick leave at full pay. Payment for any unused sick leave will be made for hours in excess of 112 working days. The amount of payment will be in accordance with the provisions of LAAC Section 4.176. Payment for any unused sick leave that exceeds 112 working days shall be computed on a Platoon Duty basis for employees in ranks for which a Platoon Duty rate has been established.

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

ARTICLE 3.4 FAMILY ILLNESS

Each employee covered by this Memorandum of Understanding shall be entitled to the following family illness leave provisions:

1. Each employee who is absent from work by reason of the illness or injury of a member of his/her immediate family and who has accrued any unused sick leave at full pay shall be allowed a leave of absence with full pay not to exceed in the aggregate twelve (12) days in any one calendar year.

2. Each employee shall furnish, if required by the Fire Chief, satisfactory documentation to sufficiently justify the absence.

3. "Immediate Family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, stepchild, current stepparent, domestic partner of the employee or other dependent residing in the employee's household and the following relatives of an employee's domestic partner: child, mother, father.

4. The aggregate number of days of absence for which pay may be allowed under this Article shall be included in the number of days for which sick leave with full pay is allowed.

5. 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. No affidavit is required to secure family illness benefits arising from the illness or injury of a household member (any

person residing in the immediate household of the employee at the time of the illness or injury). By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, employees, or to the employee's domestic partner, or to the employee's household members, or to any other person.

ARTICLE 3.5 BEREAVEMENT LEAVE

Each Special Duty employee covered by this Memorandum of Understanding shall be entitled to three (3) calendar days leave of absence with full pay for a death in the employee's immediate family. Each Platoon Duty employee shall be entitled to two (2) twenty-four hour shifts leave of absence with full pay for such deaths. Each employee shall furnish, if required by the Fire Chief, a death certificate or other satisfactory proof of the death to justify the absence.

"Immediate family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, stepchild, current stepparent, grandparents, grandchildren, domestic partner of the employee or any dependent or any relative who resided in the employee's household immediately prior to death, and the following relatives of an employee's domestic partner: child, grandchild, mother, father. (The same affidavit requirements for employees claiming a domestic partner as described in Article 3.4 shall apply for benefits provided under this Article). Simultaneous, multiple family deaths will be considered as one occurrence.

ARTICLE 3.6 JURY DUTY

Employees covered by this Memorandum of Understanding who are duly summoned to attend any court for the purpose of performing jury service, may, for those days on which they are scheduled to work, be released from duty with pay for the period of time necessary to perform the jury service. Reasonable travel time will be permitted for the employee to travel to and from his/her place of assignment and the location of the jury service.

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

If an employee becomes involved in an extended trial of 30 days or more then the Fire Chief may assign him/her to an administrative detail.

ARTICLE 3.7 TIME OFF FOR UNION REPRESENTATIVES

UFLAC may designate two board members to take full time off to conduct Union business. The parties acknowledge that board members so assigned are exempt from Fair Labor Standards Act overtime provisions due to the executive and administrative nature of their assignment. Board members so designated shall not be required to perform any other duties for the Los Angeles Fire Department. UFLAC shall pay the City each month 130% of the salary of Union board members taking such time off, except such time off taken pursuant to provisions of State or City law or under other provisions of the Memorandum of Understanding.

In addition to the above, UFLAC board members shall be allowed to take time off, in hourly increments, to conduct Union business. UFLAC acknowledges that any such work is not to be considered hours of work for the City. Such time off may not exceed an aggregate total of 1,500 hours annually. UFLAC will provide a rank for rank replacement, to the extent possible, for all Platoon Duty board members taking such time off outside of Scheduled Overtime Duty (SOD) procedures. If no replacement is provided, no time off shall be allowed. UFLAC shall pay the City 135% of the salary rate of the replacement. Special Duty board members shall be allowed to take time off in hourly increments to conduct Union business subject to the operational needs of the Department. UFLAC shall pay the City the straight time salary rate of the Special Duty board member. The provisions of this paragraph shall not apply to such time taken off pursuant to provisions of State or City law or under other provisions of the Memorandum of Understanding.

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

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

In recognition of the independent nature of their work (which limits their ability to both obtain and retain the EMT certification) and because the Department may not compel the two full time board members to attend training or respond to emergencies, the EMT certification requirement will not apply to the two board members who take full time off to conduct Union business pursuant to Article 3.7 of this agreement. Those members will be allowed to retain the EMT bonus while they work full time for the Union. Upon their return to regular (non-full time Union) duties, these members will have 90 days to obtain or renew their EMT certification. If they fail to do so within this time period, the EMT bonus shall be withheld

until such time as they obtain the necessary certification. The certification training may be provided by the Department at its discretion.

ARTICLE 3.8 WITNESS DUTY

Any employee who is served with a subpoena by a court of competent jurisdiction that compels his/her presence as a witness during his/her normal working period shall be granted time off with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance.

This Article shall not be applicable to appearances where the employee:

a. is a party to the litigation;

b. is subpoenaed as an expert witness;

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

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

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

ARTICLE 3.9 CONTINUING EDUCATION

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

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

ARTICLE 3.10 FAMILY AND MEDICAL LEAVE

It is the intent of the parties that the provisions and administration of this article be in compliance with the Family and Medical Leave Act (FMLA) of 1993 or applicable State law.

The following family leave provisions shall be operative during the term of the Memorandum of Understanding:

A. Authorization for Leave

Up to four (4) months (nine [9] pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption or foster care of a child, or serious health condition of an immediate family member as defined in Article 3.4, upon the request of the employee, or designation by Management in accordance with applicable Federal or State law, notwithstanding any other provisions of this Memorandum of Understanding or the Los Angeles Administrative Code to the contrary.

In accordance with State law, employees may be eligible for up to four months (nine [9] pay periods) of pregnancy-disability leave in addition to the four months (nine [9] pay periods) of family or medical leave. Such leave may be taken before or after the family or medical leave, depending on the period of time that a doctor certifies the employee as unable to work due to pregnancy-related condition. This Article does not pertain to pregnancy disability leave. The conditions for that leave are set forth in State law and regulations.

An employee may take family leave if the employee himself/herself has a serious health condition (either job-related or non job-related) that makes him/her unable to perform the functions of his/her position.

Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods) during a twelve (12) month period, regardless of the number of incidents. A 12-month period shall be measured forward from the first day of leave for each individual taking a leave. The next 12-month period will begin the first day of leave taken under the provisions of this Article after completion of the previous 12-month period.

B. Definitions

1. Spouse means a husband or wife as defined or recognized under State law for purposes of marriage in this State.

2. Domestic partner means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Office, Personnel Department.

3. Parent means a biological, step, adoptive or foster parent, an individual who stands or stood in *loco parentis* to an employee, or legal guardian. This term does not mean parents-in-law.

4. Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward or child of a person standing *in loco parentis*, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability.

5. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for and financially support a child, or in the case of an employee who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

C. Eligibility

1. The provisions of this Article shall apply to employees in this Unit who have been employed by the City for at least 12 months and who have worked at least 1,040 hours during the 12 months immediately preceding the beginning of the leave.

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

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

D. Conditions

1. Pregnancy/Birth - The start of family leave for childbirth shall normally begin on the date of birth of the child. At the employee's discretion, the start of the family leave for childbirth may be at the beginning of the period of disability that a doctor certifies is necessary.

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 -The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee.

4. Employee's Own Illness - The start of a personal medical leave for the employee's own serious health condition shall begin on the date requested by the employee.

5. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves:

   a. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice or residential medical care facility; or

   b. A period of incapacity requiring an absence of greater than three calendar days involving continuing treatment by or under the supervision of a health care provider; or

   c. Any period of incapacity (or treatment therefore) due to a chronic or serious health condition; or

   d. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or

   e. Any absences to receive multiple treatments (including any period of recovery there from) by, or on referral by, a health care provider for a condition that likely would result in incapacity or more than three consecutive days if left untreated; or

   f. Any period of incapacity due to pregnancy or for prenatal care

6. The start of a leave due to a job-related illness or injury that results in a serious health condition defined in paragraph 4 shall begin on the date the employee begins receiving any temporary worker's compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) provided in accordance with Section 4.177 of the Los Angeles Administrative

Code. An employee who meets the eligibility requirements in Section B.1 of this Article shall automatically be considered to be on family and medical leave.

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 family member with a serious health condition or for his/her own serious health condition when it is medically necessary. Employees needing intermittent leave or leave on a reduced leave schedule must attempt to schedule their leave 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.

   Intermittent leave for birth, adoption or foster care of a child may only be permitted at the discretion of Management.

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

9. Management has the right to verify certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow employees at least 15 calendar days to obtain the medical certification.

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

E. Notice Requirements

1. Employee

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

2. Management

In response to 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 designate leave, paid or unpaid, taken by an employee as family or medical leave-qualifying, regardless of whether or not the employee initiates a request to take family or medical leave.

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. Accrued vacation available at the start of the leave shall be used prior to the use of time under c. and d. 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. However, compensatory time off shall not be counted against the employee's four-month (nine [9] pay period) family or medical leave entitlement. Therefore, any use of compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of compensatory time off used.

2. Childbirth (Father or Domestic Partner), Adoption, Foster Care or Family Illness

   a. Annual family illness sick leave up to twelve (12) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in b. below.

   b. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under c. and d. 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. However, compensatory time off shall not be counted against the employee's four-month (nine [9] pay period) family or medical leave entitlement. Therefore, any use of compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of compensatory time off used.

3. Personal Medical Leave

   a. Accrued sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation off described in b. below.

   b. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under c. 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. However, compensatory time off shall not be counted against the employee's four-month (nine [9] pay period) family or medical leave entitlement. Therefore, any use of compensatory time off under

this Section shall extend the employee's family or medical leave by the total amount of compensatory time off used.

G. Sick Leave Rate of Pay During Family Leave

Payment for sick leave usage under F1, 2 and 3 shall be at the regular accrued rate of 100%, 75% or 50%, as appropriate.

H. Medical Subsidies During Family and Medical Leave

For those employees who are on family 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 subsidy for a maximum of four (4) months (nine [9] pay periods) from the qualifying date of the family or medical leave, including the paid and unpaid portion of the leave. The employee must have been enrolled in a health or dental plan authorized in accordance with Article 4.1 and 4.2 of this Memorandum of Understanding prior to the beginning of the leave to be eligible for such subsidy continuation.

In accordance with the Family and Medical Leave Act of 1993 (FMLA), employees on unpaid family or medical leave shall not be required to repay the City subsidy (1) upon return to work, or (2) if they terminate City employment following the leave due to a continuing serious health problem or other extenuating circumstances beyond the control of the employee. Should an employee fail to return to work for any other reason, then they shall be required to reimburse the City for the subsidy provided during the unpaid portion of their leave. Such reimbursement shall be deducted from any compensation owed to the employee upon termination of City employment.

I. Monitoring

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

ARTICLE 3.11 BLOOD AND BONE MARROW DRIVES

All members who are either assigned or detailed to Special Duty shall be allowed to attend and participate in all City-sponsored blood drives up to two hours on City time. All members of the Unit may take time off with pay to donate bone marrow in accordance with Section 4.118 of the Los Angeles Administrative Code.

4.0 INSURANCE

ARTICLE 4.1 HEALTH INSURANCE

A. Effective July 1, 2003, Management agrees to continue to expend a monthly sum not to exceed $ 618.00 per month toward the cost of any UFLAC, Los Angeles Firemen's Relief Association or City-sponsored insurance plan approved by Management and the Union. The amount applied to the employee-only coverage will be the actual amount required but not to exceed $ 380 per month.

B. Management will apply the subsidy first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents under the plan. The definition of a dependent shall include the domestic partner of an employee and the dependents of such domestic partner. Any employee claiming a domestic partner and/or dependents of such domestic partner shall complete a confidential affidavit to be filed with the Employee Benefits Office, Personnel Department, which shall be signed by the employee and the domestic partner, declaring the existence of that domestic partnership. By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the dependents of such domestic partner.

C. Effective July 1, 2004 the maximum subsidy shall increase to $ 668.00 per month not to exceed the civilian health insurance subsidy increase of January 1, 2004. The employee only coverage maximum subsidy shall increase to $ 430.00 per month not to exceed the civilian's maximum health subsidy increase for January 1, 2004.

D. Effective July 1, 2005 the maximum subsidy shall increase by the dollar amount increase in the civilian health insurance subsidy for January 1, 2005.

E. Any unit member 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 member must comply with the rules and procedures established by the Personnel Department.

F. The City shall provide funds to subsidize the cost of health plan premiums for the spouse, minor dependents and dependent children of any employee who dies while on active duty from injuries incurred while performing his or her job duties or who dies as a direct cause of such injuries. The maximum amount of the subsidy shall not exceed the amount provided to active members covered by this Memorandum of Understanding. These provisions are not applicable to members who are not on duty

or who have not completed Drill Tower training at the time of the injury which results in their death. For minor dependents the subsidy shall cease upon their attaining the age of 18 years; or until age 21 if unmarried and attending an accredited school on a full-time basis; or dependent children when they cease to be dependent as defined in Charter Section 1406. Only a spouse and/or dependents covered under a member'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 member's death qualify the member'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.

G. Management 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 Memorandum of Understanding 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.

H. Special Retiree Health Subsidy

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

Years of Service	Benefit
20 - 24	$ 75 per month
25 - 29	$150 per month
30 & over	$225 per month

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

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

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

I. 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.

ARTICLE 4.2 DENTAL INSURANCE

A. The City agrees to provide for each employee in the Unit, who has filed with the City the appropriate documentation of enrollment, the City-sponsored dental insurance program. The full cost of the employee-only coverage will be borne by the City.

B. Effective January 1, 2003, the City agrees to expend up to $58.00 per month or the full cost of employee only coverage, whichever is less, for employees enrolled in any one of the following dental insurance programs:

   a. UFLAC Dental Plans

   b. Any other plan approved by Management and the Union for which an employee is eligible.

C. Effective January 1, 2004, the dental subsidy shall increase to $60.00 not to exceed the civilian dental insurance subsidy increase for January 1, 2004.

D. During the term of this Memorandum of Understanding, Management's monthly contribution shall increase by the dollar amount increase in the L.A. City Delta PPO Dental Plan or successor dental plan one-party rate. Increases in this monthly contribution shall be effective at the beginning of the payroll period in which the L.A. City Delta PPO Dental Plan or successor dental plan yearly premium rate change is implemented. The amount expended by the City will first be applied to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents, if any, if the employee is enrolled in one of the Union plans. The definition of a dependent shall include the domestic partner of an employee and the dependents of such domestic partner. Any employee claiming a

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

E. If the employee is receiving a subsidy on the operative date of this Memorandum of Understanding, the employee will continue to receive the subsidy for that dental plan, unless the employee submits a new payroll deduction card.

F. The City subsidy for employees who change enrollment or who enroll for the first time in any of the Union sponsored plans will be applied toward insurance plan premiums scheduled for payroll deduction in the first payroll period following the employee's enrollment.

G. The City will remit to the Union, at an address to be specified by the Union, an aggregate amount equal to the sum of the subsidy paid for those employees enrolled in Union plans who are on the payroll during each payroll period for which the subsidy is paid, together with a list of those employees for whom the subsidy is paid during said payroll period. Remittance of this aggregate amount will be made within thirty (30) working days after the conclusion of the payroll period in which the subsidy was paid.

H. For those employees enrolled in Union-sponsored plans, who authorize the City Controller to make a payroll deduction to cover any additional costs of such plans, the City will remit to the Union a separate amount and an appropriate deduction list at an address to be specified by the Union, in accordance with the provisions of Article 1.9, Payroll Deductions and Dues.

I. The City shall provide funds to subsidize the cost of dental plan premiums for the spouse, minor dependents and dependent children of any employee who dies while on active duty from injuries incurred while performing his or her job duties or who dies as a direct cause of such injuries. The maximum amount of the subsidy shall not exceed the amount provided to active members covered by this Memorandum of Understanding. These provisions are not applicable to members who are not on duty or who have not completed Drill Tower training at the time of the injury which results in their death. For minor dependents the subsidy shall cease upon their attaining the age of 18 years; or until age 21 if unmarried and attending an accredited school on a full-time basis; or dependent children when they cease to be dependent as defined in Charter Section 1406. Only a spouse and/or dependents covered under a

member'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 member's death qualify the member'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.

J. The City shall not be responsible for, nor expected to provide any additional accounting, administrative, bookkeeping, clerical or other services except as provided for in this Article, and that the Union assumes all responsibility for any services which may arise out of the administration of these plans.

K. 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.

L. Management will retain all duties and responsibilities it has had for the administration of the City's Dental Insurance Plans.

ARTICLE 4.3 LIFE INSURANCE

A. The City will expend up to $13.00 per month for employees toward the cost of a UFLAC or Fireman's Relief Association-sponsored Life Insurance program. This subsidy shall be available to all employees in this unit, regardless of UFLAC membership or affiliation.

B. Management will provide continuation of the above life insurance program subsidy toward a life insurance policy issues on the life of the spouse or domestic partner of any member killed in the line of duty after July 1, 2000, provided such policy is issued through UFLAC. Such policy shall name the minor and/or dependent children of said member as beneficiaries. This subsidy shall be provided only if said member had a life insurance policy in effect, through UFLAC, at the time of the member's death.

In order for a domestic partner to be eligible for the continuation of the life insurance subsidy, a confidential affidavit shall have been filed with the Employee Benefits Office, Personnel Department, signed by the member and the domestic partner, declaring the existence of domestic partnership.

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

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

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

D. The City will provide the subsidy for the UFLAC plan in twenty-four (24) biweekly increments annually. The City will remit to the Union an aggregate amount equal to the sum of the subsidy paid for those employees enrolled in said plan who are on active payroll status, together with a list of those employees who qualify for the subsidy during each payroll period. Remittance of this aggregate amount will be made within thirty (30) working days after the conclusion of the payroll period in which the subsidy was paid.

E. The City subsidy for employees who enroll for the first time in said plan will be applied toward premiums scheduled for payroll deduction in the first payroll period following the employee's enrollment.

F. For those employees enrolled in the plan who authorize the City Controller to make a payroll deduction to cover any additional costs of said life insurance plan, the City will remit to the Union a separate amount and appropriate deduction list in accordance with established policy and procedures.

G. The City is not responsible for nor expected to provide any additional accounting, administrative bookkeeping, clerical or other services except as provided for in this Article paragraphs. The Union shall assume all responsibility for any services which may arise out of the administration of the life insurance plan.

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

ARTICLE 4.4 EMPLOYEE ASSISTANCE PROGRAM

The City of Los Angeles, the Los Angeles City Fire Department and the United Firefighters of Los Angeles City recognize that an employee or members of an employee's family can

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

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

Effective July 1, 2003, the City shall pay $154,800 annually to the EAP in four equal installments of $38,700. These payments shall be made during the months of July, October, January and April. The payments shall increase to $41,409 effective July 1, 2004 and $44,307 effective July 1, 2005. The above payments to be made by the City shall constitute the City's total commitment to the EAP for the Firefighters and Fire Captains representation unit.

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

ARTICLE 4.5 FUNERAL EXPENSES

Upon the effective date of this Memorandum of Understanding, the City shall expend a sum not to exceed $7,500 for funeral expenses to the heirs of any member covered by this Memorandum of Understanding who dies while on active duty from injuries incurred while performing his or her job or who dies as a direct cause of such injuries. To be eligible for such benefit such member's death must occur on or after July 1, 1994. This amount includes the amount of $5,000 already available for this purpose in accordance with California State Labor Code Section 4701.

ARTICLE 4.6 DEPENDENT CARE REIMBURSEMENT ACCOUNT

During the term of this Memorandum of Understanding, Management agrees to maintain a Dependent Care Reimbursement Account (DCRA), qualified under Section 129 of the Internal Revenue Code, for active employees who are members of the Fire and Police Pension system, provided that sufficient enrollment of City employees is maintained to continue to make the account available. Enrollment in the DCRA is at the discretion of each employee. All contributions into the DCRA and related administrative fees shall be paid by employees who are enrolled in the plan. As a qualified Section 129 plan, the DCRA shall be administered according to the rules and regulations specified for such plans by the Internal Revenue Service. Since this benefit is subject to the Civilian Benefits Committee, the Union must abide by any policies established by the Committee for management of DCRA.

5.0 UNIFORM ALLOWANCE

ARTICLE 5.0 UNIFORM ALLOWANCE

Effective July 1, 2003, the City shall provide a uniform allowance in the sum of $ 26.33 biweekly to be used by employees for the acquisition and maintenance of uniform items. Effective July 1, 2004 such allowance will increase to $27.29 biweekly; effective July 1, 2005 to $28.25 biweekly.

6.0 HOURS OF WORK AND OVERTIME

ARTICLE 6.1 HOURS OF WORK

1. Notwithstanding Section 4.168(a)1 of the Los Angeles Administrative Code, each employee in this Unit assigned to Platoon Duty shall normally work forty-two (42) twenty-four (24) hour periods on duty in each one hundred and twenty-six (126) calendar day period, account being taken, however, of duly authorized leaves of absence with pay.

2. Notwithstanding Section 4.168(a)2 of the Los Angeles Administrative Code, each employee in this Unit, except those assigned to Platoon Duty, shall work seven hundred twenty (720) hours in each one hundred and twenty-six (126) calendar day period, account being taken, however, of duly authorized leaves of absence with pay.

ARTICLE 6.2 OVERTIME

Notwithstanding Sections 4.169(b)(1) and (2) and 4.169(e)(1) of the Los Angeles Administrative Code the following overtime provisions shall be operative during the term of this Memorandum of Understanding.

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

I. Platoon Duty Overtime Compensation

A. The City declares a 7(k) exemption under the Fair Labor Standards Act (FLSA) for all employees in this Unit who are assigned to Platoon Duty, except for employees in the Arson Unit and single-function (non-fire suppression trained) paramedics. The work period for employees covered by the 7(k) exemption shall be nine [9] shifts in twenty-seven (27) days.

B. Compensation

1. Hours Worked - Defined

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

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

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

3. Hours Worked Over 204 Hours

   Hours worked in excess of 204 hours, whether or not included in the regular schedule, shall be compensated at 1½ times the regular rate, as defined by the FLSA. No employee shall work unauthorized overtime. Under no circumstances may the employee record or

maintain hours worked in an informal manner commonly referred to as "TP Time" (informal timekeeping method) or any method inconsistent with established Department policies and procedures. Employees may not work outside of scheduled working hours without prior approval of a supervisor consistent with Department policy. Failure to secure prior approval may result in discipline.

The method of compensation shall be as follows:

a. Cash or compensatory time off at the employee's option for all hours worked in excess of the regular schedule during the work period shall be compensated at the rate of one hour for each hour worked plus

b. At the conclusion of the work period, cash for the hours over 204, shall be paid at ½ times the regular rate, except hours which have already been compensated at 1½ time (i.e., emergency recalls and court time).

4. Accrual limitations of banked time in 2 and 3 above shall be in accordance with Fire Department Manual of Operations Section 3/3-01.34. Members shall be allowed to accrue CTO up to a maximum of 216 hours at the end of any pay period.

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

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

C. Single Function Paramedics

In compliance with Acrich vs. City of Los Angeles, single function (non-fire suppression trained) paramedics assigned to Platoon Duty shall fall under the provisions of 7(A) of the Fair Labor Standards Act (FLSA).

Overtime is defined as:

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

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

3. Hours worked in excess of forty (40) shall be compensated at 1 ½ times the regular rate as defined by the FLSA.

4. The provisions for accrual of banked time, off duty court appearances and emergency recalls shall be in accordance with 4 and 5 of Section B above.

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

II. Special Duty Overtime Compensation

A. Work Period

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

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

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

B. Compensation - 7 (k) exemption

1. Hours Worked - Defined

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

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

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

3. Hours Worked Over 170 Hours

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

The method of compensation shall be as follows:

a. Cash or compensatory time at the employee's option for all hours worked in excess of the regular schedule during the work period shall be compensated at the rate of one hour for each hour worked <u>plus</u>;

b. At the conclusion of the work period, cash for the hours over 170, shall be paid at ½ times the regular rate, except hours which have already been compensated at 1½ time (e.g., emergency recalls and court time).

4. Hours Worked on Platoon Duty

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

5. SOD Days Worked on Platoon Duty

Employees assigned to Special Duty who work a SOD day on Platoon Duty shall be paid at the Platoon Duty straight time rate for all such hours worked. In addition to the applicable straight time rate, employees shall receive ½ of the Platoon Duty hourly rate of pay for all such SOD hours worked during the work period in excess of an aggregate total of 184 hours of work. This overtime amount shall be paid by cash payment.

C. Single Function Paramedics

In compliance with Acrich vs. City of Los Angeles, single function (non-fire suppression trained) paramedics assigned to Special Duty shall fall under the provisions of 7(A) of the Fair Labor Standards Act (FLSA).

Overtime is defined as:

1. Single function paramedics on Special Duty shall be compensated at 1½ times their regular rate as defined by FLSA, for all hours worked in excess of forty (40) in a seven day work period.

2. Hours paid but not worked (e.g. holidays, vacation, sick, jury duty, IOD, etc.) shall not be considered hours worked.

3. No employee shall work unauthorized overtime. Under no circumstances may the employee record or maintain hours worked in an informal manner commonly referred to as "TP Time" (informal timekeeping method) or any method inconsistent with established

Department policies and procedures. Employees may not work outside of scheduled working hours or on their RDO without prior approval of a supervisor consistent with department policy. Failure to secure prior approval may result in discipline.

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

Also, notwithstanding the above, whenever an Inspector at the request of the public, is required to perform an emergency inspection after normal business hours, or on weekends or holidays, such Inspector shall be compensated at 1½ times the regular rate of compensation and shall receive a minimum payment of four (4) hours at such rate.

E. A maximum of 80 hours of CTO may be accumulated by Special Duty employees. On occasion, employees may accumulate CTO in excess of 80 hours for a temporary period of time, not to exceed an additional fiscal year. Notwithstanding the above, the Department may exceed the overtime limits specified during the term of this MOU only. However, the Department must be in full compliance with these provisions by June 30, 2005.

Supervisors shall ensure that not later than 60 days prior to a member's anticipated return to Platoon Duty all banked time accrued while on a non-Platoon Duty schedule are taken off, consistent with the F-351 instructions of the Manual of Operation. However, based on the needs of the Department and with Bureau Commander approval, Special Duty members and members of the Bureau of Fire Prevention and Public Safety may receive either monetary compensation, including FLSA compensation if applicable, for banked time, or carry their balance of hours (converted to Platoon Duty hours) to a Platoon Duty assignment. Members transferring to Platoon Duty may not be extended or detailed back to Special Duty for the purpose of having the member exhaust his or her banked time.

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

III. Conversion of Compensatory Time

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

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

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

No employee shall lose banked compensatory time under any circumstances.

IV. Minimum Overtime Payment

Notwithstanding the provisions of Section 4.169(e) of the Los Angeles Administrative Code, cash payment for overtime, when authorized, will be allowed for an initial period of six minutes or more.

ARTICLE 6.3 COURT TIME

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

A. Basic Compensation

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

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

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

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

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

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

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

1. Court appearances or on-call status commencing two (2) hours or less before the employee's assigned shift.

2. Court appearances commencing two (2) hours or less after the employee's assigned shift.

3. Court appearances or on-call status that begin during an employee's assigned shift and terminate after the assigned shift.

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

Condition Amount of Compensation

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

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

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

C. Compensation for Board of Rights Appearances

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

This Article supersedes Section 4.169(e)9 of the Los Angeles Administrative Code.

ARTICLE 6.4 OFF-DUTY SAFETY WATCHES

It is the understanding of the parties that, 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 1 1/2 times the rates of compensation in Appendix A-1, A-2, A-3 and A-4 for each hour worked except, however, any person who reports for a scheduled safety watch shall receive a minimum payment of four (4) hours at such rate.

Any person 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 Appendix A-1, A-2, and A-3.

ARTICLE 6.5 SHOW-UP PAY

Notwithstanding the provisions of Section 4.169 of the Los Angeles Administrative Code, whenever an employee reports to duty either from home or another work location for overtime duty that has been canceled he/she shall receive a minimum payment of four (4) hours of straight time compensation, unless previously notified of the cancellation.

(Cancellation phone calls should normally be at least four (4) hours in advance and not normally be made between 2230 and 0630 hours).

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

7.0 ARSON SECTION

ARTICLE 7.0 ARSON SECTION

I. At the sole discretion of the Fire Chief, Investigators assigned to the Arson Section may be assigned to either Special Duty or Platoon Duty work schedules. Investigators assigned to Special Duty will normally be assigned to a 4/10 work schedule, subject to the staffing needs of the Section.

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

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

Such additional compensation shall be continued only while such member 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, a member shall be allowed to re-qualify

and receive additional compensation accordingly. Any member who qualifies in a lower grade may re-qualify at any time in a higher grade and be paid accordingly. No member shall at any time receive additional compensation for more than one grade.

III. Notwithstanding Article 6.2, Overtime, members of the Arson Section who have been determined by the Department of Labor to be law enforcement personnel in accordance with 29 C.F.R. Sec. 553.211(a) shall be subject to the following overtime practices, operative January 30, 1993.

A. Platoon Duty Overtime Compensation

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

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

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

Hours worked in excess of 165 hours shall be compensated at 1 1/2 times the regular rate as defined by the FLSA.

B. Special Duty Overtime Compensation

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

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

IV. In addition to any other compensation to which they are entitled employees assigned as dog handlers in the arson unit shall be entitled to an additional twenty (20) hours of compensation per work period as specified in Article 6.0 (27 days for Platoon Duty personnel and 28 days for Special Duty personnel) for the purposes of feeding and care of the city-owned dog(s).

8.0 SALARIES

ARTICLE 8.1 SALARY STEP PLACEMENT UPON REVERSION

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

ARTICLE 8.2 SALARY STEP ADVANCEMENT

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

ARTICLE 8.3 SPECIALIST PAY

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

I. Special Pay	Corresponding Step of Salary Schedule
A. Firefighter III	
Operations Control Division Dispatcher (less than 2 years continuous service)	2A
Public Service Officer (less than 2 years continuous service)	2A
Operations Control Division Dispatcher (2 or more years continuous service)	3
Public Service Officer (2 or more years continuous service)	3
Chief Officer's Staff Assistant	3
Fire Safety Education Hydrant Planning Recruitment Guidance	3
Public Service Unit (excluding PSO's)	3
Disaster Preparedness	3
Personal History Unit	3
Scuba (regularly assigned or detailed)	3

Operations Control Dispatcher (4 or more years continuous service)	3A
Public Service Officer (4 or more years continuous service)	3A

Special Pay	Corresponding Step of Salary Schedule
Lead Single Function Paramedic (non-fire suppression certified/former Paramedic III positions)	4A
Stress Management Program Coordinator	5
With 2 or more years continuous service in assignment	5A
Full-time Credentialed EMT/Instructor/ In Service Training (licensed paramedic only)	5
With 2 or more years continuous service in assignment	5A

B. Engineer Test-Pit 6

C. Fireboat Mate-Supervising Officer, Fireboat and Fire Station 7

D. Employees who leave an assignment as an Operations Control Dispatcher or as a Public Service Officer who return to such assignments within five years, shall be restored to the salary bonus level occupied when previously assigned (Schedule 2A, 3 or 3A, whichever is applicable). Employees placed in accordance with this provision must complete a continuous two-year period to qualify for the next applicable bonus level.

E. Captain I

Operations Control Division Captain (with two or more years of service at OCD)	8A
Operations Control Division Captain (with four or more years of service at OCD)	9

II. Hazard Pay	Corresponding Step of Salary Schedule
A. Firefighter III	
Arson Investigator Trainee	3
Helitac certified – regularly Assigned to Helitac duties (excluding Helicopter Pilots)	3
Arson Investigator (one or more years of continuous service)	4
Helicopter Pilot I (trainee)	4
Heavy Tractor Operator	5
Helicopter Pilot II (Single engine)	5
Paramedic/Helitac certified – regularly assigned to Helitac and paramedic duties (Effective July 1, 2004)	5A
Arson Investigator (two or more years of continuous service)	5A
Arson Investigator – Dog Handler (two or more years of continuous service)	6A
Senior Arson Investigator	6A
Helicopter Pilot III (All helicopters)	8
Helicopter Pilot IV (Lead Pilot)	9
Helicopter Pilot (Chief Pilot)	9A
B. Apparatus Operator	
Helitac certified – regularly assigned to Helitac duties	6

C. Engineer

Helitac certified – regularly assigned to Helitac duties	6

D. Fire Inspector I*

Hazardous Materials Response Unit	7

E. Fire Inspector II*

Hazardous Materials Response Unit	8

*(Incumbents in the class of Fire Inspector I, Code 2128-1 or Fire Inspector II, Code 2128-2, who, on the effective date of this MOU, are receiving Hazard Pay for assignment to a "Hazardous Materials Response Unit," shall continue to receive such pay as long as they occupy their current position(s). However, it is agreed that when vacated these positions no longer will qualify for Hazard Pay and that the only compensation for "HazMat" assignments shall be in accordance with sub-section "H" herein.)

F. Captain I

Helitac certified – regularly assigned to Helitac duties	8A

G. Captain II

Air Operations	9A

H. Hazard Materials – Each employee who has been trained and certified as a Hazardous Materials Specialist and/or Technician and who is assigned to Hazardous Materials Response Unit (Engine, Light Force, or Squad) shall receive an additional 2.75 percent.

Effective July 1, 2004, each employee who has been trained and certified as a Hazardous Materials Specialist and/or Technician and who is assigned to a Hazardous Materials Response Unit or a Fire Station where a Hazardous Materials Task Force is assigned shall receive $143.84 biweekly. Effective July 1, 2005 such compensation shall increase to $149.59 biweekly.

I. Urban Search and Rescue (USAR) – Effective July 1, 2004, employees working on the USAR Company or assigned to a USAR Task Force (Truck,

Engine and BLS Rescue Ambulance), who are certified in Confined Space Rescue Operational, Trench Rescue, Technical Rope Rescue and Rescue Systems or as mandated by the state shall receive $71.92 biweekly. Effective July 1, 2005, such compensation shall increase to $74.79 biweekly.

J. Heavy Rescue – Effective July 1, 2004, employees working on the Heavy Rescue and who are certified in Confined Space Rescue Operational, Trench Rescue, Technical Rope Rescue and Rescue Systems shall receive $71.92 biweekly. Effective July 1, 2005, such compensation shall increase to $74.79 biweekly.

III. Hourly Assignment Pay

A. Helitac-Captain II - A Captain II certified to perform Helitac duties, shall receive, in addition to his/her regular rate of compensation, a bonus of $.50 per hour on those days such duties are performed.

B. Heavy Rescue - Employees working on the Heavy Rescue and who are Heavy Rescue certified and certified in Rescue Systems I, Trench Rescue and Technical Rope Rescue Operations shall receive additional compensation of $0.75 per hour for all hours worked on the Heavy Rescue apparatus. Payments per shift shall be limited to 48 hours.

C. Swift Water Rescue - Additional compensation of $2.00 per hour shall be paid to members assigned to Swift Water Rescue Teams who are pre-deployed during predicted storms, not to exceed 16 employees per 12-hour deployment period. Additional Compensation of $2.00 per hour shall be paid to any member of the bargaining unit who is required to enter the water to perform a rescue, for the entire shift in which such rescue occurs.

D. Urban Search and Rescue (USAR) - Employees working on the USAR Company who are certified in Rescue Systems I, Trench Rescue and Technical Rope Rescue Operations shall receive additional compensation of $0.75 per hour for all hours worked on the USAR Company. Payments per shift shall be limited to a maximum of 48 hours.

In addition, each employee working on a USAR Task Force at Fire Stations 27, 88 and 66 shall receive $0.75 per hour bonus for the time spent on a USAR incident (i.e. from the time of dispatch until available from the USAR incident). An incident shall be deemed a USAR incident when USAR task forces are dispatched with the USAR apparatus.

Note: Subsections B. and D shall no longer be operative after June 30, 2004. Employees who qualify for such pay shall receive Hazard Pay under Section II, I. and J. described above.

E. Heavy Rescue/USAR – Effective July 1, 2004, employees not regularly assigned to Heavy Rescue, USAR Company or a USAR Task Force, who are certified in Confined Space Rescue Operational, Trench Rescue, Technical Rope Rescue and Rescue Systems shall receive additional compensation of $0.75 per hour for each hour worked in such assignment.

F. One non-fire suppression certified paramedic (non-platoon duty) when designated to conduct EMT-related training in OCD shall be paid $2.00 per hour for each hour actually spent preparing or conducting training, up to a maximum of 2.5 hours per day.

IV. Special Duty Premium Pay

Effective July 1, 2004, employees in the rank of Firefighter, Apparatus Operator, Engineer or Captain who are assigned to Special Duty and an Incident Management Team (IMT), and who have successfully completed classroom instruction in three (3) NWCG classes (300-level or higher) in the Plans Section and/or Logistics Section disciplines shall receive additional compensation as authorized by the City Administrative Officer. Qualifying members shall receive additional compensation of $105.16 biweekly. Such compensation shall not be included in the pension base.

V. Paramedic Specialist

A. Fire suppression certified employees in the rank of Firefighter III shall be compensated at the corresponding step of schedule 4A when licensed as a Mobile Intensive Care Unit (MICU) Paramedic and when regularly assigned to a mobile paramedic unit, or in a position for which a paramedic license is required and which has been authorized in the Budget, or by interim position authority granted by the City Administrative Officer. Effective July 1, 2003, Firefighters who are not regularly assigned shall be paid $3.41 per hour for actual hours worked in such assignment. Operative July 1, 2004 such hourly compensation shall increase to $3.51 per hour; operative July 1, 2005 to $3.65 per hour.

B. Each June 30 during the term of this Memorandum of Understanding, licensed Paramedics in ranks other than Firefighter who have maintained a Paramedic license during the proceeding year and have not received any

compensation in accordance with Section IV A. above shall be eligible to be paid a $500 bonus.

C. Fire Captains in the following class codes, 2142-1 and 2142-3, when regularly assigned to the Quality Improvement Unit, Training Division, to an EMS District Office or any other position requiring a Paramedic license, shall be eligible to receive assignment pay at Schedule 9. Any individual receiving such compensation shall not be eligible to receive any other compensation provided under Section IV.

D. Effective July 1, 2003, employees in the rank of Firefighter III shall be compensated at the corresponding step of Schedule 5 when licensed as a Paramedic and regularly assigned to a paramedic ambulance. Firefighter IIIs who are not regularly assigned to work on a paramedic ambulance shall receive an additional $0.74 per hour when licensed as a Paramedic for actual hours worked in such assignment. Operative July 1, 2004 such hourly compensation shall increase to $0.77 per hour; operative July 1, 2005 to $0.79 per hour. It is mutually agreed that in any fire station where paramedic deployment is done on a rotational basis, this bonus will apply on an hourly basis only.

Employees in the rank of Firefighter II, who have completed probation, when licensed as a Paramedic and regularly assigned to work on a Paramedic ambulance on or after the date of adoption of this MOU shall be compensated at the corresponding step of Schedule 4.

VI. Emergency Medical Technician

A. All members of this Unit shall be assigned the responsibility of acting as primary responders to emergency medical incidents on either an ambulance or fire apparatus. Each employee shall be expected to be trained and certified, and to maintain certification as an EMT-1 and/or EMT-P. Effective July 1, 2003, each employee of this bargaining unit (with the exception of Firefighter I's and II's and Firefighter's receiving compensation in accordance with Note (e) of Appendix A) who are certified as an EMT-1 or EMT-P shall receive special pay of $81 biweekly. This amount shall increase to $ $83 biweekly effective July 1, 2004 and $ $86 biweekly effective July 1, 2005.

B. Members of this Unit (with the exception of Firefighter I's and II's, while on probation) who have and maintain certification as an EMT-1 or EMT-P shall receive special pay of three percent of regular pay.

Note: EMT bonus shall be calculated on regular pay which includes Hazmat, USAR and Heavy Rescue hazard pay or Special Duty premium pay

The Department will provide primary certification training to all members of the Unit. Should any member of this Unit fail the primary EMT certification or EMT re-certification test, all EMT bonuses shall be withheld until such time as he/she obtains certification.

VII. OCD Bilingual Pay

Members of this Unit who are assigned to OCD, and communicate with the public in a language other than English, shall receive salary at the first premium level rate (2.75%) above the appropriate step rate of the salary range for the class, in addition to any other compensation provided to the employee under provisions of LAAC Section 4.84.

VIII. Bureau Liaison Office

One Fire Captain II, who is assigned as the Bureau Liaison Officer In the Emergency Services Bureau who is responsible for coordinating emergency medical services issues and is a licensed paramedic, shall be compensated on Schedule 10. If this individual should fail to maintain a paramedic license, he/she shall revert to salary Schedule 9 until he/she becomes licensed again. Such individual shall not be eligible for compensation under Article 8.3 IV.

ARTICLE 8.4 SALARIES

The operative dates of the salaries in Appendices A-1, A-2, and A-3 are as follows:

Appendix A-1	July 1, 2003
Appendix A-2	July 1, 2004
Appendix A-3	July 1, 2005

ARTICLE 8.5 LONGEVITY PAY

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

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

ARTICLE 8.6 EDUCATION BONUS

Members of this bargaining unit shall be eligible for an educational incentive bonus of up to three percent of special pay calculated on their regular pay in accordance with the following provisions.

Note: 1% or 3% shall be calculated on regular pay which includes Hazmat, USAR and Heavy Rescue hazard pay or Special Duty premium pay.

Requirements for Education Bonus shall be as follows:

Educational Points: One-semester unit equals one education point and one-quarter unit equals two-thirds of a point. State mandated or Fire Department courses required as a condition of employment or condition of continued employment do not qualify for educational points. Drill Tower and EMT re-certification courses do not qualify either.

Course work and degrees must be in the following approved fields:

Business Administration	Chemistry	Mathematics	Psychology
Public Administration	Nursing	Computer Science	Labor Relations
Fire Administration	Engineering	Soil Science	Biology/Physiology/Anatomy
Fire Science	Health Sciences	Physics	Management

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

One Percent Bonus

Minimum education points/degree	15	30 or paramedic license (single function)*	45	AA degree	BA/BS degree	Dual Function with paramedic license
Years of LAFD Uniformed service	12	10	8	6	4	--

*Note: Paramedic license for single function equals 30 units for the one percent bonus only.

Additional Two Percent Bonus

Minimum education points/degree	30	45	Fire Marshall Cert or AA degree	BA/BS degree
Years of LAFD Uniformed service	15	12	10	7

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

FOR UFLAC, LOCAL 112:

Patrick S. McOsker

Michael K. McOsker

Steven Norris

James G. Featherstone

Ted Nonini

Paul Gilbrook

Larry Fierro

Dave Spence

Lou Torres

Mike Uglesich

FOR THE CITY:

William T Fujioka
City Administrative Officer

William Bamattre
Fire Chief

Board of Fire Commissioners

AS TO FORM AND LEGALITY:

City Attorney's Office

4/16/04
Date

George James

Carey Steiner

Jim Hynes

Edward Riveros

APPENDIX A

(a) Notwithstanding Section 4.158(c) and Section 4.138 of the Los Angeles Administrative Code, the following classes of positions and pay grades thereof are hereby created in the Fire Department:

Code	Class and Pay Grade	Schedule
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	4A
2112-5	Firefighter III	4A
2112-6	Firefighter III	1
2112-7	Firefighter III	3
2128-1	Fire Inspector I	6
2128-2	Fire Inspector II	7
2142-1	Fire Captain I	8
2142-2	Fire Captain II	9
2142-3	Fire Captain I	9

(b) Notwithstanding Section 4.159(a) of the Los Angeles Administrative Code, initial appointment in the Fire Service of any person hired under temporary training provisions established by the Civil Service Commission (CSC Rule 5.30) for the class of Firefighter (Code 2112) shall be to Firefighter I, Schedule A. Any Firefighter I, who completes training, shall be advanced to Firefighter II at the first step of Schedule 1, except as hereinafter provided.

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

(2) An person appointed to Firefighter II, who has had acceptable service in the Fire Department of another public agency, or who is re-appointed to the class of Firefighter and has had previous acceptable service as a member of the Fire Department, shall receive a salary at a step rate of Schedule 1

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

(3) Any person who completes six months or more service as a Firefighter II shall, at the beginning of the pay period immediately following such completion, be advanced in pay to the next higher step in the range for Schedule 1. Thereafter advancements in salary shall be made automatically step by step at the beginning of the pay period following completion of each year of aggregate active service in the class and pay grade in which the member is employed to the maximum step rate within the salary schedule prescribed for his/her class and pay grade, subject to the provisions of Subsection (e) of Section 4.159 of the Los Angeles Administrative Code.

(4) Except as provided in Paragraph 3, advancement in the salary rate of a member shall be made automatically at the beginning of the pay period following completion of one year of aggregate active service at each step rate until salary is received at the maximum step rate within the salary schedule prescribed for the member's class and pay grade.

(c) Notwithstanding Los Angeles Administrative Code Section 4.159(a) (4) and Article 8.2 this Memorandum of Understanding, for employees hired after July 1, 1990, any Firefighter II advanced to Firefighter III shall be placed on the step rate of Firefighter III that provides compensation equal to that received prior to such advancement. Assignment and/or performance bonuses shall not be considered in the determination of salary step placement.

(d) Notwithstanding Los Angeles Administrative Code Section 4.159(e), effective July 1, 1990, Step 6 shall be considered as the merit step.

(e) Ordinance No. 168261 (10/5/92) reflected the consolidation of the classes of Firefighter I, II, and III (Code 2112-1, 2112-2 and 2112-3); Paramedic I, II and III (Code 2307-1, 2307-2 and 2307-3); Ambulance Attendant (Code 2305) and Ambulance Driver (Code 3571). The following provisions shall remain in effect for employees previously assigned to single function paramedic and EMT classes.

(1) Employees previously assigned to positions in the rank of Paramedic II (Code 2307-2) who were transferred to the class of Firefighter (2112-4) through Charter Section 1014 transfer shall receive compensation at Salary Schedule 2. Such employees who remain as single function paramedics shall be expected to maintain paramedic certification. If they fail to maintain such

certification, they shall revert to Firefighter I and be placed on Schedule A until they are recertified, at which time they shall be restored to Schedule 2. Such employees who, prior to consolidation, had status in the class of Ambulance Driver, shall in the event of decertification be placed on Schedule 1 until they are recertified. When recertified such employees shall be reinstated to Schedule 2 at their former salary step and anniversary date.

Operative the effective date of this Memorandum of Understanding, employees in the class of Firefighter (2112-4) shall be paid at Salary Schedule 4A.

Former Paramedic II's who are assigned to positions requiring fire suppression certification, shall receive the salary prescribed for such position, including any eligible bonuses, upon successful completion of the certification process.

Employees previously assigned to the class of Paramedic II who advance to lead paramedic positions (former Paramedic III positions) compensated on Schedule 4A and subsequently request assignment to a lower paying non-fire suppression certified position must have occupied the lead paramedic position for a minimum of 3 years in order to retain Schedule 4A. (As provided in Note 3 below). Former Paramedic II's who transfer to lower paying positions prior to the completion of 3 years in such lead paramedic assignment shall continue to receive compensation equal to the Schedule 4A salary in effect at the time of their assignment to the new position, until the salary prescribed for the lower paying new position (including applicable bonuses equals or exceeds that salary.

(2) Employees compensated on Salary Schedule 4A who remain in non-fire suppression certified positions shall be eligible for assignment to other non-fire suppression certified special and hazard pay positions, in accordance with procedures of the Fire Department. Such employees shall then be compensated in accordance with Article 8.3 (Specialist Pay).

(3) Employees previously assigned to positions in the rank of Paramedic III (Code 2307-3) who were transferred to the class of Firefighter (Code 2112-5) through Charter Section 1014 transfer shall be compensated at Salary Schedule 4A, at a step rate corresponding closest to that of their former rank.

Such employees who remain as single function paramedics shall be expected to maintain paramedic certification, as long as they occupy positions requiring such certification. If they fail to maintain such certification,

they shall revert to Firefighter I and be placed on Salary Schedule A until they are recertified, at which time they will be placed on Salary Schedule 4A. Employees with prior status in the class of Ambulance Attendant shall be placed on Salary Schedule 2A until recertified. All recertified employees shall be eligible for lead single function paramedic special pay assignment in accordance with the provisions of Note (2) above. These decertification provisions shall not apply to employees who transfer to positions that do not require paramedic certification. Non-fire suppression certified employees who possess paramedic certification and who transfer to positions that do not require paramedic certification shall continue to receive compensation at Schedule 4A as long as they remain single function paramedics, however they shall not be eligible to receive Specialist Pay (Article 8.3).

(4) Former Paramedic III's and other non-fire suppression certified employees who are assigned to former Paramedic III lead paramedic positions under Article 8.3 who are subsequently assigned to positions requiring fire suppression certification that are paid at a lower salary than Schedule 4A shall continue to receive compensation equal to the Schedule 4A salary in effect at the time of their assignment to a fire-suppression certified position, until the salary prescribed for the new position (including applicable bonuses) equals or exceeds that salary. Any such employee who later returns to his/her former (or comparable) non-fire suppression certified position, shall be eligible to be restored to the salary and anniversary date for that position.

(5) All employees assigned to positions previously allocated to the class of Ambulance Attendant (Code 2305) who transferred to the class of Firefighter (Code 2112-7) through Charter Section 1014 shall receive compensation at Salary Schedule 3, step 6. Any such employee who is subsequently assigned to a position requiring fire suppression certification that is paid at a lower salary than Schedule 3 shall continue to receive such salary equal to the Schedule 3 salary in effect at the time of their assignment to a fire suppression certified position, until the salary prescribed for the new position (including applicable bonuses) equals or exceeds the old Schedule 3 rate.

(6) All employees assigned to positions previously allocated to the class of Ambulance Driver (Code 3571) who transferred to the class of Firefighter (Code 2112-6) through Charter Section 1014 shall receive compensation at Salary Schedule 1, step 6. Any such employee who is assigned to a position requiring fire suppression certification shall be eligible to receive the salary prescribed for the new position, if it is equal to or exceeds that being received in the former position.

(7) All employees assigned to positions previously allocated to the class of Paramedic Supervisor who transferred through Charter Section 1014 to the class of Fire Captain (2142-3) shall be compensated at Salary Schedule 9. Such employees who are assigned to positions requiring fire suppression certification that are paid at a lower salary than Schedule 9 shall continue to receive compensation equal to the Schedule 9 salary in effect at the time of their assignment to a fire suppression certified position, until the salary prescribed for the new position (including applicable bonuses) equals or exceeds that salary. Any such employee who later returns to their non-fire suppression certified position shall be restored to the salary of that position. Any such employee occupying a position requiring paramedic certification shall be required to maintain certification. Any such employee who decertifies shall be placed on Salary Schedule 8 at Step 5 and assigned to an appropriate position until recertified and until a vacant position requiring paramedic certification is available.

(8) "Y" rate the last Assistant Bureau Commander in the Bureau of emergency Medical Services at his salary on the effective date of this MOU while he occupies the position of Bureau Liaison Officer responsible for EMS issues in the Bureau of Emergency Services until the salary prescribed for that position, equals or exceeds the incumbent's current salary.

(f) Biweekly/Monthly Longevity Compensation for Firefighters

The following compensation shall be provided to eligible Firefighters, with the exception of employees compensated in accordance with notes (e) 1, 2, 3, 4, 5 and 6 above.

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

Biweekly/Monthly Longevity Compensation for Firefighters

	Effective July 1, 2003		Effective July 1, 2004		Effective July 1, 2005	
	Biweekly	Monthly	Biweekly	Monthly	Biweekly	Monthly
Years of Service Completed						
10 years & less than 15 years	$ 69.60	$151.88	$72.00	$ 156.42	$ 75.20	$ 162.69
15 years & less than 20 years	$ 140.00	$ 303.75	$ 144.00	$ 312.84	$ 149.60	$ 325.38
20 years of service & over	$ 209.60	$ 455.63	$ 216.00	$ 469.26	$ 224.80	$ 488.07

FIREFIGHTERS UNIT - SALARY SCHEDULES
Operative Date: July 1, 2003

Schedule			1	2	3	4	5	6
OA	Reg. Pay	bw.	$1,738.40					
		mo.	$3,781.02					
		yr.	$45,372.24					
1	Reg. Pay	bw.	$1,831.20	$1,930.40	$2,040.00	$2,148.00	$2,276.80	$2,406.40
		mo.	$3,982.86	$4,198.62	$4,437.00	$4,671.90	$4,952.04	$5,233.92
		yr.	$47,794.32	$50,383.44	$53,244.00	$56,062.80	$59,424.48	$62,807.04
2	Reg. Pay	bw.		$2,040.00	$2,148.00	$2,276.80	$2,406.40	$2,539.20
		mo.		$4,437.00	$4,671.90	$4,952.04	$5,233.92	$5,522.76
		yr.		$53,244.00	$56,062.80	$59,424.48	$62,807.04	$66,273.12
	EMT	bw.		$61.60	$64.80	$68.00	$72.00	$76.00
		mo.		$133.98	$140.94	$147.90	$156.60	$165.30
		yr.		$1,607.76	$1,691.28	$1,774.80	$1,879.20	$1,983.60
	Reg. Pay	bw.		$2,101.60	$2,212.80	$2,344.80	$2,478.40	$2,615.20
	plus EMT	mo.		$4,570.98	$4,812.84	$5,099.94	$5,390.52	$5,688.06
		yr.		$54,851.76	$57,754.08	$61,199.28	$64,686.24	$68,256.72
2A	Reg. Pay	bw.		$2,093.60	$2,208.80	$2,339.20	$2,474.40	$2,607.20
		mo.		$4,553.58	$4,804.14	$5,087.76	$5,381.82	$5,670.66
		yr.		$54,642.96	$57,649.68	$61,053.12	$64,581.84	$68,047.92
	EMT	bw.		$63.20	$66.40	$70.40	$74.40	$78.40
		mo.		$137.46	$144.42	$153.12	$161.82	$170.52
		yr.		$1,649.52	$1,733.04	$1,837.44	$1,941.84	$2,046.24
	Reg. Pay	bw.		$2,156.80	$2,275.20	$2,409.60	$2,548.80	$2,685.60
	plus EMT	mo.		$4,691.04	$4,948.56	$5,240.88	$5,543.64	$5,841.18
		yr.		$56,292.48	$59,382.72	$62,890.56	$66,523.68	$70,094.16
3	Reg. Pay	bw.		$2,148.00	$2,276.80	$2,406.40	$2,539.20	$2,678.40
		mo.		$4,671.90	$4,952.04	$5,233.92	$5,522.76	$5,825.52
		yr.		$56,062.80	$59,424.48	$62,807.04	$66,273.12	$69,906.24
	EMT	bw.		$64.80	$68.00	$72.00	$76.00	$80.00
		mo.		$140.94	$147.90	$156.60	$165.30	$174.00
		yr.		$1,691.28	$1,774.80	$1,879.20	$1,983.60	$2,088.00
	Reg. Pay	bw.		$2,212.80	$2,344.80	$2,478.40	$2,615.20	$2,758.40
	plus EMT	mo.		$4,812.84	$5,099.94	$5,390.52	$5,688.06	$5,999.52
		yr.		$57,754.08	$61,199.28	$64,686.24	$68,256.72	$71,994.24

FIREFIGHTERS UNIT - SALARY SCHEDULES
Operative Date: July 1, 2003

Schedule			1	2	3	4	5	6
3A	Reg. Pay	bw.		$2,208.80	$2,339.20	$2,474.40	$2,607.20	$2,755.20
		mo.		$4,804.14	$5,087.76	$5,381.82	$5,670.66	$5,992.56
		yr.		$57,649.68	$61,053.12	$64,581.84	$68,047.92	$71,910.72
	EMT	bw.		$66.40	$70.40	$74.40	$78.40	$82.40
		mo.		$144.42	$153.12	$161.82	$170.52	$179.22
		yr.		$1,733.04	$1,837.44	$1,941.84	$2,046.24	$2,150.64
	Reg. Pay	bw.		$2,275.20	$2,409.60	$2,548.80	$2,685.60	$2,837.60
	plus EMT	mo.		$4,948.56	$5,240.88	$5,543.64	$5,841.18	$6,171.78
		yr.		$59,382.72	$62,890.56	$66,523.68	$70,094.16	$74,061.36
4	Reg. Pay	bw.			$2,406.40	$2,539.20	$2,678.40	$2,829.60
		mo.			$5,233.92	$5,522.76	$5,825.52	$6,154.38
		yr.			$62,807.04	$66,273.12	$69,906.24	$73,852.56
	EMT	bw.			$72.00	$76.00	$80.00	$84.80
		mo.			$156.60	$165.30	$174.00	$184.44
		yr.			$1,879.20	$1,983.60	$2,088.00	$2,213.28
	Reg. Pay	bw.			$2,478.40	$2,615.20	$2,758.40	$2,914.40
	plus EMT	mo.			$5,390.52	$5,688.06	$5,999.52	$6,338.82
		yr.			$64,686.24	$68,256.72	$71,994.24	$76,065.84
4A	Reg. Pay	bw.			$2,474.40	$2,607.20	$2,755.20	$2,909.60
		mo.			$5,381.82	$5,670.66	$5,992.56	$6,328.38
		yr.			$64,581.84	$68,047.92	$71,910.72	$75,940.56
	EMT	bw.			$74.40	$78.40	$82.40	$87.20
		mo.			$161.82	$170.52	$179.22	$189.66
		yr.			$1,941.84	$2,046.24	$2,150.64	$2,275.92
	Reg. Pay	bw.			$2,548.80	$2,685.60	$2,837.60	$2,996.80
	plus EMT	mo.			$5,543.64	$5,841.18	$6,171.78	$6,518.04
		yr.			$66,523.68	$70,094.16	$74,061.36	$78,216.48
5	Reg. Pay	bw.			$2,539.20	$2,678.40	$2,829.60	$2,990.40
		mo.			$5,522.76	$5,825.52	$6,154.38	$6,504.12
		yr.			$66,273.12	$69,906.24	$73,852.56	$78,049.44
	EMT	bw.			$76.00	$80.00	$84.80	$89.60
		mo.			$165.30	$174.00	$184.44	$194.88
		yr.			$1,983.60	$2,088.00	$2,213.28	$2,338.56
	Reg. Pay	bw.			$2,615.20	$2,758.40	$2,914.40	$3,080.00
	plus EMT	mo.			$5,688.06	$5,999.52	$6,338.82	$6,699.00
		yr.			$68,256.72	$71,994.24	$76,065.84	$80,388.00

FIREFIGHTERS UNIT - SALARY SCHEDULES
Operative Date: July 1, 2003

Schedule			1	2	3	4	5	6
5A	Reg. Pay	bw.			$2,607.20	$2,755.20	$2,909.60	$3,071.20
		mo.			$5,670.66	$5,992.56	$6,328.38	$6,679.86
		yr.			$68,047.92	$71,910.72	$75,940.56	$80,158.32
	EMT	bw.			$78.40	$82.40	$87.20	$92.00
		mo.			$170.52	$179.22	$189.66	$200.10
		yr.			$2,046.24	$2,150.64	$2,275.92	$2,401.20
	Reg. Pay	bw.			$2,685.60	$2,837.60	$2,996.80	$3,163.20
	plus EMT	mo.			$5,841.18	$6,171.78	$6,518.04	$6,879.96
		yr.			$70,094.16	$74,061.36	$78,216.48	$82,559.52
6	Reg. Pay	bw.				$2,829.60	$2,990.40	$3,159.20
		mo.				$6,154.38	$6,504.12	$6,871.26
		yr.				$73,852.56	$78,049.44	$82,455.12
	EMT	bw.				$84.80	$89.60	$94.40
		mo.				$184.44	$194.88	$205.32
		yr.				$2,213.28	$2,338.56	$2,463.84
	Reg. Pay	bw.				$2,914.40	$3,080.00	$3,253.60
	plus EMT	mo.				$6,338.82	$6,699.00	$7,076.58
		yr.				$76,065.84	$80,388.00	$84,918.96
6A	Reg. Pay	bw.				$2,909.60	$3,071.20	$3,246.40
		mo.				$6,328.38	$6,679.86	$7,060.92
		yr.				$75,940.56	$80,158.32	$84,731.04
	EMT	bw.				$87.20	$92.00	$97.60
		mo.				$189.66	$200.10	$212.28
		yr.				$2,275.92	$2,401.20	$2,547.36
	Reg. Pay	bw.				$2,996.80	$3,163.20	$3,344.00
	plus EMT	mo.				$6,518.04	$6,879.96	$7,273.20
		yr.				$78,216.48	$82,559.52	$87,278.40
7	Reg. Pay	bw.				$2,990.40	$3,159.20	$3,334.40
		mo.				$6,504.12	$6,871.26	$7,252.32
		yr.				$78,049.44	$82,455.12	$87,027.84
	EMT	bw.				$89.60	$94.40	$100.00
		mo.				$194.88	$205.32	$217.50
		yr.				$2,338.56	$2,463.84	$2,610.00
	Reg. Pay	bw.				$3,080.00	$3,253.60	$3,434.40
	plus EMT	mo.				$6,699.00	$7,076.58	$7,469.82
		yr.				$80,388.00	$84,918.96	$89,637.84

FIREFIGHTERS UNIT - SALARY SCHEDULES
Operative Date: July 1, 2003

Schedule			1	2	3	4	5	6
7A	Reg. Pay	bw.				$3,071.20	$3,246.40	$3,421.60
		mo.				$6,679.86	$7,060.92	$7,441.98
		yr.				$80,158.32	$84,731.04	$89,303.76
	EMT	bw.				$92.00	$97.60	$102.40
		mo.				$200.10	$212.28	$222.72
		yr.				$2,401.20	$2,547.36	$2,672.64
	Reg. Pay	bw.				$3,163.20	$3,344.00	$3,524.00
	plus EMT	mo.				$6,879.96	$7,273.20	$7,664.70
		yr.				$82,559.52	$87,278.40	$91,976.40
8	Reg. Pay	bw.				$3,159.20	$3,334.40	$3,521.60
		mo.				$6,871.26	$7,252.32	$7,659.48
		yr.				$82,455.12	$87,027.84	$91,913.76
	EMT	bw.				$94.40	$100.00	$105.60
		mo.				$205.32	$217.50	$229.68
		yr.				$2,463.84	$2,610.00	$2,756.16
	Reg. Pay	bw.				$3,253.60	$3,434.40	$3,627.20
	plus EMT	mo.				$7,076.58	$7,469.82	$7,889.16
		yr.				$84,918.96	$89,637.84	$94,669.92
8A	Reg. Pay	bw.				$3,246.40	$3,421.60	$3,616.80
		mo.				$7,060.92	$7,441.98	$7,866.54
		yr.				$84,731.04	$89,303.76	$94,398.48
	EMT	bw.				$97.60	$102.40	$108.80
		mo.				$212.28	$222.72	$236.64
		yr.				$2,547.36	$2,672.64	$2,839.68
	Reg. Pay	bw.				$3,344.00	$3,524.00	$3,725.60
	plus EMT	mo.				$7,273.20	$7,664.70	$8,103.18
		yr.				$87,278.40	$91,976.40	$97,238.16
9	Reg. Pay	bw.				$3,334.40	$3,521.60	$3,712.80
		mo.				$7,252.32	$7,659.48	$8,075.34
		yr.				$87,027.84	$91,913.76	$96,904.08
	EMT	bw.				$100.00	$105.60	$111.20
		mo.				$217.50	$229.68	$241.86
		yr.				$2,610.00	$2,756.16	$2,902.32
	Reg. Pay	bw.				$3,434.40	$3,627.20	$3,824.00
	plus EMT	mo.				$7,469.82	$7,889.16	$8,317.20
		yr.				$89,637.84	$94,669.92	$99,806.40

FIREFIGHTERS UNIT - SALARY SCHEDULES
Operative Date: July 1, 2003

Schedule			1	2	3	4	5	6
9A	Reg. Pay	bw.				$3,421.60	$3,616.80	$3,815.20
		mo.				$7,441.98	$7,866.54	$8,298.06
		yr.				$89,303.76	$94,398.48	$99,576.72
	EMT	bw.				$102.40	$108.80	$114.40
		mo.				$222.72	$236.64	$248.82
		yr.				$2,672.64	$2,839.68	$2,985.84
	Reg. Pay	bw.				$3,524.00	$3,725.60	$3,929.60
	plus EMT	mo.				$7,664.70	$8,103.18	$8,546.88
		yr.				$91,976.40	$97,238.16	$102,562.56
10	Reg. Pay	bw.				$3,521.60	$3,712.80	$3,917.60
		mo.				$7,659.48	$8,075.34	$8,520.78
		yr.				$91,913.76	$96,904.08	$102,249.36
	EMT	bw.				$105.65	$111.38	$117.53
		mo.				$229.78	$242.26	$255.62
		yr.				$2,757.41	$2,907.12	$3,067.48
	Reg. Pay	bw.				$3,627.25	$3,824.18	$4,035.13
	plus EMT	mo.				$7,889.26	$8,317.60	$8,776.40
		yr.				$94,671.17	$99,811.20	$105,316.84

APPENDIX A-2

FIREFIGHTERS UNIT - SALARY SCHEDULES
Operative Date: July 1, 2004

Schedule			1	2	3	4	5	6
OA	Reg. Pay	bw.	$1,790.40					
		mo.	$3,894.12					
		yr.	$46,729.44					
1	Reg. Pay	bw.	$1,886.40	$1,988.00	$2,101.60	$2,212.80	$2,344.80	$2,478.40
		mo.	$4,102.92	$4,323.90	$4,570.98	$4,812.84	$5,099.94	$5,390.52
		yr.	$49,235.04	$51,886.80	$54,851.76	$57,754.08	$61,199.28	$64,686.24
2	Reg. Pay	bw.		$2,101.60	$2,212.80	$2,344.80	$2,478.40	$2,615.20
		mo.		$4,570.98	$4,812.84	$5,099.94	$5,390.52	$5,688.06
		yr.		$54,851.76	$57,754.08	$61,199.28	$64,686.24	$68,256.72
	EMT	bw.		$63.20	$66.40	$70.40	$74.40	$78.40
		mo.		$137.46	$144.42	$153.12	$161.82	$170.52
		yr.		$1,649.52	$1,733.04	$1,837.44	$1,941.84	$2,046.24
	Reg. Pay	bw.		$2,164.80	$2,279.20	$2,415.20	$2,552.80	$2,693.60
	plus EMT	mo.		$4,708.44	$4,957.26	$5,253.06	$5,552.34	$5,858.58
		yr.		$56,501.28	$59,487.12	$63,036.72	$66,628.08	$70,302.96
2A	Reg. Pay	bw.		$2,156.80	$2,275.20	$2,409.60	$2,548.80	$2,685.60
		mo.		$4,691.04	$4,948.56	$5,240.88	$5,543.64	$5,841.18
		yr.		$56,292.48	$59,382.72	$62,890.56	$66,523.68	$70,094.16
	EMT	bw.		$64.80	$68.00	$72.00	$76.80	$80.80
		mo.		$140.94	$147.90	$156.60	$167.04	$175.74
		yr.		$1,691.28	$1,774.80	$1,879.20	$2,004.48	$2,108.88
	Reg. Pay	bw.		$2,221.60	$2,343.20	$2,481.60	$2,625.60	$2,766.40
	plus EMT	mo.		$4,831.98	$5,096.46	$5,397.48	$5,710.68	$6,016.92
		yr.		$57,983.76	$61,157.52	$64,769.76	$68,528.16	$72,203.04
3	Reg. Pay	bw.		$2,212.80	$2,344.80	$2,478.40	$2,615.20	$2,758.40
		mo.		$4,812.84	$5,099.94	$5,390.52	$5,688.06	$5,999.52
		yr.		$57,754.08	$61,199.28	$64,686.24	$68,256.72	$71,994.24
	EMT	bw.		$66.40	$70.40	$74.40	$78.40	$82.40
		mo.		$144.42	$153.12	$161.82	$170.52	$179.22
		yr.		$1,733.04	$1,837.44	$1,941.84	$2,046.24	$2,150.64
	Reg. Pay	bw.		$2,279.20	$2,415.20	$2,552.80	$2,693.60	$2,840.80
	plus EMT	mo.		$4,957.26	$5,253.06	$5,552.34	$5,858.58	$6,178.74
		yr.		$59,487.12	$63,036.72	$66,628.08	$70,302.96	$74,144.88

FIREFIGHTERS UNIT - SALARY SCHEDULES
Operative Date: July 1, 2004

Schedule			1	2	3	4	5	6
3A	Reg. Pay	bw.		$2,275.20	$2,409.60	$2,548.80	$2,685.60	$2,837.60
		mo.		$4,948.56	$5,240.88	$5,543.64	$5,841.18	$6,171.78
		yr.		$59,382.72	$62,890.56	$66,523.68	$70,094.16	$74,061.36
	EMT	bw.		$68.00	$72.00	$76.80	$80.80	$84.80
		mo.		$147.90	$156.60	$167.04	$175.74	$184.44
		yr.		$1,774.80	$1,879.20	$2,004.48	$2,108.88	$2,213.28
	Reg. Pay	bw.		$2,343.20	$2,481.60	$2,625.60	$2,766.40	$2,922.40
	plus EMT	mo.		$5,096.46	$5,397.48	$5,710.68	$6,016.92	$6,356.22
		yr.		$61,157.52	$64,769.76	$68,528.16	$72,203.04	$76,274.64
4	Reg. Pay	bw.			$2,478.40	$2,615.20	$2,758.40	$2,914.40
		mo.			$5,390.52	$5,688.06	$5,999.52	$6,338.82
		yr.			$64,686.24	$68,256.72	$71,994.24	$76,065.84
	EMT	bw.			$74.35	$78.46	$82.75	$87.43
		mo.			$161.72	$170.64	$179.99	$190.16
		yr.			$1,940.59	$2,047.70	$2,159.83	$2,281.98
	Reg. Pay	bw.			$2,552.75	$2,693.66	$2,841.15	$3,001.83
	plus EMT	mo.			$5,552.24	$5,858.70	$6,179.51	$6,528.98
		yr.			$66,626.83	$70,304.42	$74,154.07	$78,347.82
4A	Reg. Pay	bw.			$2,548.80	$2,685.60	$2,837.60	$2,996.80
		mo.			$5,543.64	$5,841.18	$6,171.78	$6,518.04
		yr.			$66,523.68	$70,094.16	$74,061.36	$78,216.48
	EMT	bw.			$76.80	$80.80	$84.80	$89.60
		mo.			$167.04	$175.74	$184.44	$194.88
		yr.			$2,004.48	$2,108.88	$2,213.28	$2,338.56
	Reg. Pay	bw.			$2,625.60	$2,766.40	$2,922.40	$3,086.40
	plus EMT	mo.			$5,710.68	$6,016.92	$6,356.22	$6,712.92
		yr.			$68,528.16	$72,203.04	$76,274.64	$80,555.04
5	Reg. Pay	bw.			$2,615.20	$2,758.40	$2,914.40	$3,080.00
		mo.			$5,688.06	$5,999.52	$6,338.82	$6,699.00
		yr.			$68,256.72	$71,994.24	$76,065.84	$80,388.00
	EMT	bw.			$78.40	$82.40	$87.20	$92.80
		mo.			$170.52	$179.22	$189.66	$201.84
		yr.			$2,046.24	$2,150.64	$2,275.92	$2,422.08
	Reg. Pay	bw.			$2,693.60	$2,840.80	$3,001.60	$3,172.80
	plus EMT	mo.			$5,858.58	$6,178.74	$6,528.48	$6,900.84
		yr.			$70,302.96	$74,144.88	$78,341.76	$82,810.08

FIREFIGHTERS UNIT - SALARY SCHEDULES
Operative Date: July 1, 2004

Schedule			1	2	3	4	5	6
5A	Reg. Pay	bw.			$2,685.60	$2,837.60	$2,996.80	$3,163.20
		mo.			$5,841.18	$6,171.78	$6,518.04	$6,879.96
		yr.			$70,094.16	$74,061.36	$78,216.48	$82,559.52
	EMT	bw.			$80.80	$84.80	$89.60	$95.20
		mo.			$175.74	$184.44	$194.88	$207.06
		yr.			$2,108.88	$2,213.28	$2,338.56	$2,484.72
		hr.			$34.58	$36.53	$38.58	$40.73
	Reg. Pay	bw.			$2,766.40	$2,922.40	$3,086.40	$3,258.40
	plus EMT	mo.			$6,016.92	$6,356.22	$6,712.92	$7,087.02
		yr.			$72,203.04	$76,274.64	$80,555.04	$85,044.24
6	Reg. Pay	bw.				$2,914.40	$3,080.00	$3,253.60
		mo.				$6,338.82	$6,699.00	$7,076.58
		yr.				$76,065.84	$80,388.00	$84,918.96
	EMT	bw.				$87.20	$92.80	$97.60
		mo.				$189.66	$201.84	$212.28
		yr.				$2,275.92	$2,422.08	$2,547.36
	Reg. Pay	bw.				$3,001.60	$3,172.80	$3,351.20
	plus EMT	mo.				$6,528.48	$6,900.84	$7,288.86
		yr.				$78,341.76	$82,810.08	$87,466.32
6A	Reg. Pay	bw.				$2,996.80	$3,163.20	$3,344.00
		mo.				$6,518.04	$6,879.96	$7,273.20
		yr.				$78,216.48	$82,559.52	$87,278.40
	EMT	bw.				$89.60	$95.20	$100.00
		mo.				$194.88	$207.06	$217.50
		yr.				$2,338.56	$2,484.72	$2,610.00
	Reg. Pay	bw.				$3,086.40	$3,258.40	$3,444.00
	plus EMT	mo.				$6,712.92	$7,087.02	$7,490.70
		yr.				$80,555.04	$85,044.24	$89,888.40
7	Reg. Pay	bw.				$3,080.00	$3,253.60	$3,434.40
		mo.				$6,699.00	$7,076.58	$7,469.82
		yr.				$80,388.00	$84,918.96	$89,637.84
	EMT	bw.				$92.80	$97.60	$103.20
		mo.				$201.84	$212.28	$224.46
		yr.				$2,422.08	$2,547.36	$2,693.52
	Reg. Pay	bw.				$3,172.80	$3,351.20	$3,537.60
	plus EMT	mo.				$6,900.84	$7,288.86	$7,694.28
		yr.				$82,810.08	$87,466.32	$92,331.36

FIREFIGHTERS UNIT - SALARY SCHEDULES
Operative Date: July 1, 2004

Schedule			1	2	3	4	5	6
7A	Reg. Pay	bw.				$3,163.20	$3,344.00	$3,524.00
		mo.				$6,879.96	$7,273.20	$7,664.70
		yr.				$82,559.52	$87,278.40	$91,976.40
	EMT	bw.				$95.20	$100.00	$105.60
		mo.				$207.06	$217.50	$229.68
		yr.				$2,484.72	$2,610.00	$2,756.16
	Reg. Pay	bw.				$3,258.40	$3,444.00	$3,629.60
	plus EMT	mo.				$7,087.02	$7,490.70	$7,894.38
		yr.				$85,044.24	$89,888.40	$94,732.56
8	Reg. Pay	bw.				$3,253.60	$3,434.40	$3,627.20
		mo.				$7,076.58	$7,469.82	$7,889.16
		yr.				$84,918.96	$89,637.84	$94,669.92
	EMT	bw.				$97.60	$103.20	$108.80
		mo.				$212.28	$224.46	$236.64
		yr.				$2,547.36	$2,693.52	$2,839.68
	Reg. Pay	bw.				$3,351.20	$3,537.60	$3,736.00
	plus EMT	mo.				$7,288.86	$7,694.28	$8,125.80
		yr.				$87,466.32	$92,331.36	$97,509.60
8A	Reg. Pay	bw.				$3,479.20	$3,595.20	$3,725.60
		mo.				$7,567.26	$7,819.56	$8,103.18
		yr.				$90,807.12	$93,834.72	$97,238.16
	EMT	bw.				$104.00	$108.00	$112.00
		mo.				$226.20	$234.90	$243.60
		yr.				$2,714.40	$2,818.80	$2,923.20
	Reg. Pay	bw.				$3,583.20	$3,703.20	$3,837.60
	plus EMT	mo.				$7,793.46	$8,054.46	$8,346.78
		yr.				$93,521.52	$96,653.52	$100,161.36
9	Reg. Pay	bw.				$3,434.40	$3,627.20	$3,824.00
		mo.				$7,469.82	$7,889.16	$8,317.20
		yr.				$89,637.84	$94,669.92	$99,806.40
	EMT	bw.				$103.20	$108.80	$114.40
		mo.				$224.46	$236.64	$248.82
		yr.				$2,693.52	$2,839.68	$2,985.84
	Reg. Pay	bw.				$3,537.60	$3,736.00	$3,938.40
	plus EMT	mo.				$7,694.28	$8,125.80	$8,566.02
		yr.				$92,331.36	$97,509.60	$102,792.24

APPENDIX A-2

FIREFIGHTERS UNIT - SALARY SCHEDULES
Operative Date: July 1, 2004

Schedule			1	2	3	4	5	6
9A	Reg. Pay	bw.				$3,524.00	$3,725.60	$3,929.60
		mo.				$7,664.70	$8,103.18	$8,546.88
		yr.				$91,976.40	$97,238.16	$102,562.56
	EMT	bw.				$105.60	$112.00	$117.60
		mo.				$229.68	$243.60	$255.78
		yr.				$2,756.16	$2,923.20	$3,069.36
	Reg. Pay	bw.				$3,629.60	$3,837.60	$4,047.20
	plus EMT	mo.				$7,894.38	$8,346.78	$8,802.66
		yr.				$94,732.56	$100,161.36	$105,631.92
10	Reg. Pay	bw.				$3,627.20	$3,824.00	$4,035.20
		mo.				$7,889.16	$8,317.20	$8,776.56
		yr.				$94,669.92	$99,806.40	$105,318.72
	EMT	bw.				$108.80	$114.40	$120.80
		mo.				$236.64	$248.82	$262.74
		yr.				$2,839.68	$2,985.84	$3,152.88
	Reg. Pay	bw.				$3,736.00	$3,938.40	$4,156.00
	plus EMT	mo.				$8,125.80	$8,566.02	$9,039.30
		yr.				$97,509.60	$102,792.24	$108,471.60

FIREFIGHTERS UNIT - SALARY SCHEDULES
Operative Date: July 1, 2005

Schedule			1	2	3	4	5	6
OA	Reg. Pay	bw.	$1,862.40					
		mo.	$4,050.72					
		yr.	$48,608.64					
1	Reg. Pay	bw.	$1,961.60	$2,067.20	$2,185.60	$2,301.60	$2,438.40	$2,577.60
		mo.	$4,266.48	$4,496.16	$4,753.68	$5,005.98	$5,303.52	$5,606.28
		yr.	$51,197.76	$53,953.92	$57,044.16	$60,071.76	$63,642.24	$67,275.36
2	Reg. Pay	bw.		$2,185.60	$2,301.60	$2,438.40	$2,577.60	$2,720.00
		mo.		$4,753.68	$5,005.98	$5,303.52	$5,606.28	$5,916.00
		yr.		$57,044.16	$60,071.76	$63,642.24	$67,275.36	$70,992.00
	EMT	bw.		$65.60	$68.80	$72.80	$77.60	$81.60
		mo.		$142.68	$149.64	$158.34	$168.78	$177.48
		yr.		$1,712.16	$1,795.68	$1,900.08	$2,025.36	$2,129.76
	Reg. Pay	bw.		$2,251.20	$2,370.40	$2,511.20	$2,655.20	$2,801.60
	plus EMT	mo.		$4,896.36	$5,155.62	$5,461.86	$5,775.06	$6,093.48
		yr.		$58,756.32	$61,867.44	$65,542.32	$69,300.72	$73,121.76
2A	Reg. Pay	bw.		$2,243.20	$2,366.40	$2,505.60	$2,650.40	$2,792.80
		mo.		$4,878.96	$5,146.92	$5,449.68	$5,764.62	$6,074.34
		yr.		$58,547.52	$61,763.04	$65,396.16	$69,175.44	$72,892.08
	EMT	bw.		$67.20	$71.20	$75.20	$79.20	$84.00
		mo.		$146.16	$154.86	$163.56	$172.26	$182.70
		yr.		$1,753.92	$1,858.32	$1,962.72	$2,067.12	$2,192.40
	Reg. Pay	bw.		$2,310.40	$2,437.60	$2,580.80	$2,729.60	$2,876.80
	plus EMT	mo.		$5,025.12	$5,301.78	$5,613.24	$5,936.88	$6,257.04
		yr.		$60,301.44	$63,621.36	$67,358.88	$71,242.56	$75,084.48
3	Reg. Pay	bw.		$2,301.60	$2,438.40	$2,577.60	$2,720.00	$2,868.80
		mo.		$5,005.98	$5,303.52	$5,606.28	$5,916.00	$6,239.64
		yr.		$60,071.76	$63,642.24	$67,275.36	$70,992.00	$74,875.68
	EMT	bw.		$68.80	$72.80	$77.60	$81.60	$86.40
		mo.		$149.64	$158.34	$168.78	$177.48	$187.92
		yr.		$1,795.68	$1,900.08	$2,025.36	$2,129.76	$2,255.04
	Reg. Pay	bw.		$2,370.40	$2,511.20	$2,655.20	$2,801.60	$2,955.20
	plus EMT	mo.		$5,155.62	$5,461.86	$5,775.06	$6,093.48	$6,427.56
		yr.		$61,867.44	$65,542.32	$69,300.72	$73,121.76	$77,130.72

FIREFIGHTERS UNIT - SALARY SCHEDULES
Operative Date: July 1, 2005

Schedule			1	2	3	4	5	6
3A	Reg. Pay	bw.		$2,366.40	$2,505.60	$2,650.40	$2,792.80	$2,951.20
		mo.		$5,146.92	$5,449.68	$5,764.62	$6,074.34	$6,418.86
		yr.		$61,763.04	$65,396.16	$69,175.44	$72,892.08	$77,026.32
	EMT	bw.		$71.20	$75.20	$79.20	$84.00	$88.80
		mo.		$154.86	$163.56	$172.26	$182.70	$193.14
		yr.		$1,858.32	$1,962.72	$2,067.12	$2,192.40	$2,317.68
	Reg. Pay	bw.		$2,437.60	$2,580.80	$2,729.60	$2,876.80	$3,040.00
	plus EMT	mo.		$5,301.78	$5,613.24	$5,936.88	$6,257.04	$6,612.00
		yr.		$63,621.36	$67,358.88	$71,242.56	$75,084.48	$79,344.00
4	Reg. Pay	bw.			$2,577.60	$2,720.00	$2,868.80	$3,031.20
		mo.			$5,606.28	$5,916.00	$6,239.64	$6,592.86
		yr.			$67,275.36	$70,992.00	$74,875.68	$79,114.32
	EMT	bw.			$77.60	$81.60	$86.40	$91.20
		mo.			$168.78	$177.48	$187.92	$198.36
		yr.			$2,025.36	$2,129.76	$2,255.04	$2,380.32
	Reg. Pay	bw.			$2,655.20	$2,801.60	$2,955.20	$3,122.40
	plus EMT	mo.			$5,775.06	$6,093.48	$6,427.56	$6,791.22
		yr.			$69,300.72	$73,121.76	$77,130.72	$81,494.64
4A	Reg. Pay	bw.			$2,650.40	$2,792.80	$2,951.20	$3,116.80
		mo.			$5,764.62	$6,074.34	$6,418.86	$6,779.04
		yr.			$69,175.44	$72,892.08	$77,026.32	$81,348.48
	EMT	bw.			$79.20	$84.00	$88.80	$93.60
		mo.			$172.26	$182.70	$193.14	$203.58
		yr.			$2,067.12	$2,192.40	$2,317.68	$2,442.96
	Reg. Pay	bw.			$2,729.60	$2,876.80	$3,040.00	$3,210.40
	plus EMT	mo.			$5,936.88	$6,257.04	$6,612.00	$6,982.62
		yr.			$71,242.56	$75,084.48	$79,344.00	$83,791.44
5	Reg. Pay	bw.			$2,720.00	$2,868.80	$3,031.20	$3,203.20
		mo.			$5,916.00	$6,239.64	$6,592.86	$6,966.96
		yr.			$70,992.00	$74,875.68	$79,114.32	$83,603.52
	EMT	bw.			$81.60	$86.40	$91.20	$96.00
		mo.			$177.48	$187.92	$198.36	$208.80
		yr.			$2,129.76	$2,255.04	$2,380.32	$2,505.60
	Reg. Pay	bw.			$2,801.60	$2,955.20	$3,122.40	$3,299.20
	plus EMT	mo.			$6,093.48	$6,427.56	$6,791.22	$7,175.76
		yr.			$73,121.76	$77,130.72	$81,494.64	$86,109.12

FIREFIGHTERS UNIT - SALARY SCHEDULES
Operative Date: July 1, 2005

Schedule			1	2	3	4	5	6
5A	Reg. Pay	bw.			$2,792.80	$2,951.20	$3,116.80	$3,289.60
		mo.			$6,074.34	$6,418.86	$6,779.04	$7,154.88
		yr.			$72,892.08	$77,026.32	$81,348.48	$85,858.56
	EMT	bw.			$84.00	$88.80	$93.60	$98.40
		mo.			$182.70	$193.14	$203.58	$214.02
		yr.			$2,192.40	$2,317.68	$2,442.96	$2,568.24
	Reg. Pay	bw.			$2,876.80	$3,040.00	$3,210.40	$3,388.00
	plus EMT	mo.			$6,257.04	$6,612.00	$6,982.62	$7,368.90
		yr.			$75,084.48	$79,344.00	$83,791.44	$88,426.80
6	Reg. Pay	bw.				$3,031.20	$3,203.20	$3,384.00
		mo.				$6,592.86	$6,966.96	$7,360.20
		yr.				$79,114.32	$83,603.52	$88,322.40
	EMT	bw.				$91.20	$96.00	$101.60
		mo.				$198.36	$208.80	$220.98
		yr.				$2,380.32	$2,505.60	$2,651.76
	Reg. Pay	bw.				$3,122.40	$3,299.20	$3,485.60
	plus EMT	mo.				$6,791.22	$7,175.76	$7,581.18
		yr.				$81,494.64	$86,109.12	$90,974.16
6A	Reg. Pay	bw.				$3,116.80	$3,289.60	$3,477.60
		mo.				$6,779.04	$7,154.88	$7,563.78
		yr.				$81,348.48	$85,858.56	$90,765.36
	EMT	bw.				$93.60	$98.40	$104.00
		mo.				$203.58	$214.02	$226.20
		yr.				$2,442.96	$2,568.24	$2,714.40
	Reg. Pay	bw.				$3,210.40	$3,388.00	$3,581.60
	plus EMT	mo.				$6,982.62	$7,368.90	$7,789.98
		yr.				$83,791.44	$88,426.80	$93,479.76
7	Reg. Pay	bw.				$3,203.20	$3,384.00	$3,572.00
		mo.				$6,966.96	$7,360.20	$7,769.10
		yr.				$83,603.52	$88,322.40	$93,229.20
	EMT	bw.				$96.00	$101.60	$107.20
		mo.				$208.80	$220.98	$233.16
		yr.				$2,505.60	$2,651.76	$2,797.92
	Reg. Pay	bw.				$3,299.20	$3,485.60	$3,679.20
	plus EMT	mo.				$7,175.76	$7,581.18	$8,002.26
		yr.				$86,109.12	$90,974.16	$96,027.12

FIREFIGHTERS UNIT - SALARY SCHEDULES
Operative Date: July 1, 2005

Schedule			1	2	3	4	5	6
7A	Reg. Pay	bw.				$3,289.60	$3,477.60	$3,664.80
		mo.				$7,154.88	$7,563.78	$7,970.94
		yr.				$85,858.56	$90,765.36	$95,651.28
	EMT	bw.				$98.40	$104.00	$109.60
		mo.				$214.02	$226.20	$238.38
		yr.				$2,568.24	$2,714.40	$2,860.56
	Reg. Pay	bw.				$3,388.00	$3,581.60	$3,774.40
	plus EMT	mo.				$7,368.90	$7,789.98	$8,209.32
		yr.				$88,426.80	$93,479.76	$98,511.84
8	Reg. Pay	bw.				$3,384.00	$3,572.00	$3,772.00
		mo.				$7,360.20	$7,769.10	$8,204.10
		yr.				$88,322.40	$93,229.20	$98,449.20
	EMT	bw.				$101.60	$107.20	$112.80
		mo.				$220.98	$233.16	$245.34
		yr.				$2,651.76	$2,797.92	$2,944.08
	Reg. Pay	bw.				$3,485.60	$3,679.20	$3,884.80
	plus EMT	mo.				$7,581.18	$8,002.26	$8,449.44
		yr.				$90,974.16	$96,027.12	$101,393.28
8A	Reg. Pay	bw.				$3,618.40	$3,739.20	$3,874.40
		mo.				$7,870.02	$8,132.76	$8,426.82
		yr.				$94,440.24	$97,593.12	$101,121.84
	EMT	bw.				$108.80	$112.00	$116.00
		mo.				$236.64	$243.60	$252.30
		yr.				$2,839.68	$2,923.20	$3,027.60
	Reg. Pay	bw.				$3,727.20	$3,851.20	$3,990.40
	plus EMT	mo.				$8,106.66	$8,376.36	$8,679.12
		yr.				$97,279.92	$100,516.32	$104,149.44
9	Reg. Pay	bw.				$3,572.00	$3,772.00	$3,976.80
		mo.				$7,769.10	$8,204.10	$8,649.54
		yr.				$93,229.20	$98,449.20	$103,794.48
	EMT	bw.				$107.20	$112.80	$119.20
		mo.				$233.16	$245.34	$259.26
		yr.				$2,797.92	$2,944.08	$3,111.12
	Reg. Pay	bw.				$3,679.20	$3,884.80	$4,096.00
	plus EMT	mo.				$8,002.26	$8,449.44	$8,908.80
		yr.				$96,027.12	$101,393.28	$106,905.60

APPENDIX A-3

FIREFIGHTERS UNIT - SALARY SCHEDULES
Operative Date: July 1, 2005

Schedule			1	2	3	4	5	6
9A	Reg. Pay	bw.				$3,664.80	$3,874.40	$4,086.40
		mo.				$7,970.94	$8,426.82	$8,887.92
		yr.				$95,651.28	$101,121.84	$106,655.04
	EMT	bw.				$109.60	$116.00	$122.40
		mo.				$238.38	$252.30	$266.22
		yr.				$2,860.56	$3,027.60	$3,194.64
	Reg. Pay	bw.				$3,774.40	$3,990.40	$4,208.80
	plus EMT	mo.				$8,209.32	$8,679.12	$9,154.14
		yr.				$98,511.84	$104,149.44	$109,849.68
10	Reg. Pay	bw.				$3,772.00	$3,976.80	$4,196.80
		mo.				$8,204.10	$8,649.54	$9,128.04
		yr.				$98,449.20	$103,794.48	$109,536.48
	EMT	bw.				$112.80	$119.20	$125.60
		mo.				$245.34	$259.26	$273.18
		yr.				$2,944.08	$3,111.12	$3,278.16
	Reg. Pay	bw.				$3,884.80	$4,096.00	$4,322.40
	plus EMT	mo.				$8,449.44	$8,908.80	$9,401.22
		yr.				$101,393.28	$106,905.60	$112,814.64

APPENDIX B

EMPLOYEE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

Management shall provide funds directly to the EAP. These funds shall be kept separate from Union funds. These funds may be used only for training personnel, maintaining a resource file and various administrative and operating expenses. Such uses include, but are not limited to: (1) fees for attending seminars, conferences, and courses and any reasonable expenses incurred by such attendance; (2) salaries, expenses, rent, utilities and equipment; (3) professional society memberships; (4) purchase of supplies, publications and training materials; and (5) travel and mileage expense. City provided funds

may not be used to pay for counseling or treatment services by referral agencies. Nor shall such funds be used to directly support any political or lobbying activities.

The EAP shall issue an annual report of its operations. Copies shall be sent to the Mayor, the Council, the Fire Department, the City Administrative Officer, the Personnel Department, and the City Controller. The report shall provide information on the number of persons the program has assisted, the types of problems for which referrals were made, the number of referrals, summaries of some of the outcomes of the treatment, financial records and such other information as the EAP wishes to include.

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

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

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

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

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

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

LETTER OF INTENT
MEMORANDUM OF UNDERSTANDING NO. 23
2003 – 2006
FIREFIGHTERS AND FIRE CAPTAINS
REPRESENTATION UNIT

MOU REOPENER

The undersigned parties agree that during the term of the 2003-06 MOU, the MOU may be reopened on economic issues if the Mayor or Council officially declares an economic emergency. The parties further agree that an economic emergency will be declared only after notifying UFLAC. The declaration of an economic emergency shall not be subject to any grievance or arbitration procedure.

Either party may begin the discussion by notifying the other party in writing of its intent to meet and confer for this purpose.

FOR UFLAC:	FOR THE CITY:
_____	_____
Patrick S. McOsker President	William T Fujioka City Administrative Officer
_____	_____
Date	Date

LETTER OF INTENT
MEMORANDUM OF UNDERSTANDING NO. 23
2003 – 2006
FIREFIGHTERS AND FIRE CAPTAINS
REPRESENTATION UNIT

WORK SCHEDULE STUDY

The undersigned parties agree that UFLAC and the City Administrative Officer (CAO) will study, and then meet and confer over a work schedule reduction for platoon duty members during the term of the 2003-06 MOU. The study shall begin no later than August 1, 2004.

The parties further agree that nothing in this Letter of Intent obligates the City to agree to any changes in the work schedule or staffing. Nothing in this Letter of Intent obligates UFLAC to withdraw any of its proposals made as a result of this Letter of Intent.

FOR UFLAC:	FOR THE CITY:
_____	_____
Patrick S. McOsker President	William T Fujioka City Administrative Officer
_____ Date	_____ Date

LETTER OF INTENT
MEMORANDUM OF UNDERSTANDING NO. 23
2003 – 2006
FIREFIGHTERS AND FIRE CAPTAINS
REPRESENTATION UNIT

WORKER'S COMPENSATION STUDY

The parties agree that during the term of this MOU, UFLAC and the City will Meet and Confer over the possible modifications to the City's Worker's Compensation Program.

Both parties also agree to evaluate the administration of the City's Worker's Compensation Program by the Department and the City's current contract administrator.

Either party may begin discussions by notifying the other party in writing of its intent to Meet and Confer for this purpose.

FOR UFLAC:	FOR THE CITY:
_____	_____
Patrick S. McOsker President	William T Fujioka City Administrative Officer
_____	_____
Date	Date

LETTER OF INTENT
MEMORANDUM OF UNDERSTANDING NO. 23
2003 – 2006
FIREFIGHTERS AND FIRE CAPTAINS
REPRESENTATION UNIT

CODED ASSIGN HIRE

During the term of the 2003-06 MOU, UFLAC and the City agree to study and Meet and Confer for the purpose of developing a "Coded Assign Hire" system

Either party may begin discussion by notifying the other part in writing of its intent to initiate and/or continue this study.

Subsequent to the study defined above, either party may begin discussions by notifying the other party in writing of its intent to Meet and Confer for this purpose.

FOR UFLAC:	FOR THE CITY:
_____	_____
Patrick S. McOsker President	William T Fujioka City Administrative Officer
_____	_____
Date	Date

LETTER OF INTENT
MEMORANDUM OF UNDERSTANDING NO. 23
2003 – 2006
FIREFIGHTERS AND FIRE CAPTAINS
REPRESENTATION UNIT

PARAMEDIC BONUS

During the term of the 2003-06 MOU, UFLAC and the CAO agree to study restructuring and expanding the paramedic bonuses.

Either party may begin discussion by notifying the other part in writing of its intent to initiate and/or continue this study.

Subsequent to the study defined above, either party may begin discussions by notifying the other party in writing of its intent to Meet and Confer for this purpose.

FOR UFLAC:	FOR THE CITY:
_____	_____
Patrick S. McOsker President	William T Fujioka City Administrative Officer
_____	_____
Date	Date

LETTER OF AGREEMENT
MEMORANDUM OF UNDERSTANDING NO. 23
2003 – 2006
FIREFIGHTERS AND FIRE CAPTAINS
REPRESENTATION UNIT

TIMELY PAYMENT

The undersigned parties understand that retroactive salary payments beginning July 1, 2003 up until the date of implementation of the July 1, 2003 salary increase, by the Controller's Office, shall be paid within six (6) months of the City Council's adoption of the 2003-2006 successor MOU.

FOR UFLAC:

_____
Patrick S. McOsker

_____
Date

FOR THE CITY:

_____
William T Fujioka
City Administrative Officer

_____
Date

_____
Laura N. Chick
City Controller

_____
Date