

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

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

**BY AND BETWEEN**

**THE CITY OF LOS ANGELES**

**AND THE**

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

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## **1.0 UNION RECOGNITION AND GENERAL PROVISIONS**

### **ARTICLE 1.1 RECOGNITION**

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

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

### **ARTICLE 1.2 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING**

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

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

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

### **ARTICLE 1.3 PARTIES TO MEMORANDUM OF UNDERSTANDING**

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

### **ARTICLE 1.4 PROVISIONS OF LAW AND SEPARABILITY**

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

**ARTICLE 1.5       NON-DISCRIMINATION**

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

**ARTICLE 1.6       TERM**

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

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

**ARTICLE 1.7       CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING**

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

**ARTICLE 1.8       UNIT MEMBERSHIP LIST**

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

**ARTICLE 1.9       PAYROLL DEDUCTIONS AND DUES**

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



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

**ARTICLE 1.10      ACTIONS BY THE EMPLOYEE RELATIONS BOARD**

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

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

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

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

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

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

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

**ARTICLE 1.12      BULLETIN BOARDS**

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

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

## **ARTICLE 1.13 SURVEYS**

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

## **2.0 PERSONNEL AND GRIEVANCE MATTERS**

### **ARTICLE 2.1 GRIEVANCE PROCEDURE**

#### **Section I - Definition**

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

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

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

#### **Section II - Responsibilities and Rights**

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



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

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

### **Section III - Procedure**

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

#### **Step 1 - Informal Discussion**

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

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

#### **Step 2 - Chief Officers' Level of Review**

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

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

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

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

### Step 3 - Fire Chief's Level of Review

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

### Step 4 - Mediation (optional)

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

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