

AMENDMENT NO. 1  
MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
FIRE FIGHTERS  
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING, made and entered into this 25<sup>th</sup> day of July, 2006,

BY AND BETWEEN

Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County"), and the County Forester and Fire Warden

AND

LOS ANGELES COUNTY FIRE FIGHTERS, LOCAL 1014, IAFF, AFL-CIO

WHEREAS, on the 17<sup>th</sup> day of May, 2005, the parties entered into a Memorandum of Understanding regarding the Fire Fighters Employee Representation Unit , which Memorandum of Understanding (MOU) was subsequently approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, as a result of mutual agreement, the parties desire to amend the MOU as set forth hereafter:

NOW, THEREFORE, the parties agree as follows:

1. Amend Article 4 – Mutual Cooperation; to reflect modification of the Wellness/Fitness Program initiative language and move it to the new Appendix A.
2. Amend Article 6 – Term; to reflect an extension of the term of the MOU as appended hereto.
3. Amend Article 8 – Renegotiation; to reflect revisions necessary to correspond with an extension of the term of the MOU as appended hereto.
4. Amend Article 9 – Salaries; to reflect negotiated salary increases, a new bonus and salary structure changes, elimination of accelerated steps effective 7/1/06 for newly hired Fire Fighters and Forestry Assistants, and implementation of accelerated steps for Fire Suppression Aids as appended hereto.
5. Amend Article 11 – Uniforms; to provide a uniform allowance consistent with an extended contract term as appended hereto.
6. Add Appendix A – Wellness/Fitness for Life Program; to reflect implementation of the Program as amended hereto.

7. This Amendment No. 1 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 1 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 5, which was applicable to the implementation of the original Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 the day, month and year first above written.

LOS ANGELES COUNTY  
FIRE FIGHTERS  
LOCAL 1014

By  \_\_\_\_\_  
President, Fire Fighters  
Local 1014

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By  \_\_\_\_\_  
Chief Administrative Officer

By \_\_\_\_\_  
Forester & Fire Warden and  
Fire Chief, Fire Protection Districts

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

ARTICLE 4            MUTUAL COOPERATION

The parties recognize the necessity of cooperating on matters of mutual concern and interest and agree to work together to maximize the effectiveness of the Fire Department and the County and to accomplish legislative and funding goals in their mutual interest.

ARTICLE 6      TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 5, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., on January 1, 2005. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 Midnight on December 31, 2008.

ARTICLE 8            RENEGOTIATION

Section 1.            Calendar for Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from July 1, 2008, through August 1, 2008, its written request to commence negotiations as well as its full and entire written proposal for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposal, negotiations shall begin thirty (30) days after such receipt or September 1, 2008, whichever is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by October 31, 2008, unless the parties mutually agree to continue negotiations.

ARTICLE 9            SALARIESSection 1.            Recommended Salary Adjustment

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit on the effective dates indicated.

The parties agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were jointly determined independently of race, gender, age or national origin.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
2432	FIRE DISPATCHER I	CURRENT		71D	2906.00	3599.18
		10/01/2006		72J	3020.91	3742.45
		08/01/2007		73K	3110.09	3853.45
		08/01/2008		74L	3202.27	3967.45
2433	FIRE DISPATCHER II	CURRENT		77D	3411.82	4229.36
		10/01/2006		78J	3547.09	4399.55
		08/01/2007		79K	3651.55	4531.82
		08/01/2008		80L	3760.82	4667.64
2435	FIRE DISPATCHER SPECIALIST	CURRENT		80C	3687.36	4576.73
		10/01/2006		81H	3834.91	4761.09
		08/01/2007		82J	3948.36	4904.00
		08/01/2008		83K	4066.18	5051.27
0199	FIRE FIGHTER(56 HOURS)	CURRENT	NX	81L	3862.73	5346.00
		10/01/2006	NX	83E	4016.64	5560.91
		04/01/2007	NR	83E	4016.64	5871.18
		08/01/2007	NR	84F	4136.91	6047.55
		08/01/2008	NR	85G	4260.73	6229.18
0201	FIRE FIGHTER SPECIALIST(56 HOURS)	CURRENT	N3	92E	5713.73	6368.91
		10/01/2006	N3	93K	5943.91	6624.64
		04/01/2007	N3W	93K	5943.91	6993.82
		08/01/2007	N3W	94L	6122.09	7203.45
		08/01/2008	N3W	96A	6306.00	7420.00

0198 FIRE FIGHTER TRAINEE	CURRENT		F		3876.90
	10/01/2006		F		4016.64
	08/01/2007		F		4136.91
	08/01/2008		F		4260.73
0232 FIRE FIGHTING CONST EQUIP OPERATOR	CURRENT		92E	5126.91	6368.91
	10/01/2006		93K	5333.00	6624.64
	04/01/2007	NW	93K	5333.00	6993.82
	08/01/2007	NW	94L	5492.64	7203.45
	08/01/2008	NW	96A	5657.00	7420.00
3772 FIRE PREVENTION ENGINEERING ASST I	CURRENT	N2	75C	3403.55	3996.82
	10/01/2006	N2	76H	3538.45	4157.27
	08/01/2007	N2	77J	3642.82	4281.64
	08/01/2008	N2	78K	3751.64	4410.36
3773 FIRE PREVENTION ENGINEERING ASST II	CURRENT	N2	87E	4725.91	5560.91
	10/01/2006	N2	88K	4916.00	5784.64
	08/01/2007	N2	89L	5063.64	5958.45
	08/01/2008	N2	91A	5216.00	6137.00
0196 FIRE SUPPRESSION AID	CURRENT	NW	59A	2084.00	2735.00
	10/01/2006	NW	60F	2169.27	2843.00
	08/01/2007	NW	61G	2235.27	2927.00
	08/01/2008	NW	62H	2303.73	3013.55
0328 FORESTRY ASSISTANT	CURRENT	NX	85K	4292.09	5943.91
	10/01/2006	NX	87D	4465.27	6183.09
	04/01/2007	NR	87D	4465.27	6527.55
	08/01/2007	NR	88E	4599.45	6723.55
	08/01/2008	NR	89F	4737.64	6925.45
0326 FORESTRY TECHNICIAN	CURRENT		62L	2321.18	2878.00
	10/01/2006		64E	2415.00	2991.45
	08/01/2007		65F	2487.00	3080.27
	08/01/2008		66G	2560.64	3171.36
4400 HAZARDOUS MATERIALS SPECIALIST I	CURRENT		84G	4147.09	5152.36
	10/01/2006		86A	4313.00	5359.00
	08/01/2007		87B	4443.09	5519.73
	08/01/2008		88C	4576.73	5685.36
4401 HAZARDOUS MATERIALS SPECIALIST II	CURRENT	NW	90G	4880.00	6400.36
	10/01/2006	NW	92A	5076.00	6657.00
	08/01/2007	NW	93B	5229.00	6857.09
	08/01/2008	NW	94C	5385.73	7063.09
4402 HAZARDOUS MATERIALS SPECIALIST III	CURRENT	NW	93G	5294.00	6942.55
	10/01/2006	NW	95A	5506.00	7221.00
	08/01/2007	NW	96B	5671.18	7438.55
	08/01/2008	NW	97C	5842.09	7662.18

0211 PILOT, FIRE SERVICES	CURRENT		100G	6400.36	7951.27
	10/01/2006		102A	6657.00	8270.00
	04/01/2007	NW	102A	6657.00	8731.00
	08/01/2007	NW	103B	6857.09	8993.45
	08/01/2008	NW	104C	7063.09	9264.00
0234 SR FIRE FIGHTING CONST EQUIP OPER	CURRENT		94E	5412.45	6723.55
	10/01/2006		95K	5629.55	6993.82
	04/01/2007	NW	95K	5629.55	7383.82
	08/01/2007	NW	96L	5798.82	7605.45
	08/01/2008	NW	98A	5973.00	7834.00
0197 SENIOR FIRE SUPPRESSION AID	CURRENT	NW	61A	2202.00	2885.00
	10/01/2006	NW	62F	2292.09	2998.82
	08/01/2007	NW	63G	2361.91	3087.73
	08/01/2008	NW	64H	2433.00	3179.09

#### Section 4. Step Acceleration

##### a. Fire Fighter and Forestry Assistant

Fire Fighters on the first step of the seven step salary range shall advance to the second step of such range upon completion of six (6) months' continuous service on a permanent Fire Fighter item. Fire Fighters who have completed six (6) months' service at the second step of the salary range shall be advanced to the third step of such range and those Fire Fighters who have completed six (6) months' continuous service at the third step of the salary range shall be advanced to the fourth step of such range.

Effective January 1, 1991, employees in the classification of Forestry Assistant shall be entitled to the step acceleration indicated above.

Effective 7/1/06, newly hired/promoted employees in the classifications of Fire Fighter and Forestry Assistant shall receive annual step advances as provided for in Section 2 of this Article.

c. Fire Suppression Aid

Effective 7/1/06, Fire Suppression Aids on the first step of the six step salary range shall advance to the second step of such range upon completion of six (6) months' continuous service on a permanent Fire Suppression Aid item. Fire Suppression Aids who have completed six (6) months' service at the second step of the salary range shall be advanced to the third step of such range and those Fire Suppression Aids who have completed six (6) months' continuous service at the third step of the salary range shall be advanced to the fourth step of such range and those Fire Suppression Aids who have completed six (6) months' continuous service at fourth step of the salary range shall be advanced to the fifth step of such range and those Fire Suppression Aids who have completed six (6) months' continuous service a fifth step of the salary range shall be advanced to the sixth step of such range.

Section 13.            Wellness/Fitness For Life Bonus

Effective 7/1/06, all permanent safety employees in the bargaining unit shall receive a bonus of twelve (12) standard salary levels.

Effective 7/1/07, continuation of the bonus is contingent upon successful completion of the annual Wellness/Fitness for Life Program as provided for in Appendix A. The bonus will remain in effect through the term of the contract (12/31/08). Continuation of the bonus is contingent on evaluation and effectiveness of the Program.

ARTICLE 11      UNIFORMS

Safety employees covered by this agreement and employed on November 1, 2008, shall be entitled to a lump sum payment of one thousand dollars (\$1,000) in lieu of the uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2008, and December 15, 2008, by separate payroll warrant.

## APPENDIX A

## WELLNESS/FITNESS FOR LIFE PROGRAM

Objective: To enhance individual fitness, wellness, and aerobic capacity for Life!

The goal of this comprehensive Wellness/Fitness for Life Program is to improve the quality of life of all safety personnel. The Program seeks to demonstrate the value of investing wellness resources over time to maintain fit, healthy, and capable fire safety personnel throughout their career. An effective program should realize significant cost savings in lost work time, workers' compensation, and disability. In addition, through data collection analysis, the County will measure the effectiveness of the Program.

Requirements to qualify for bonus.

- Take Full Medical Exam Each Year.
- Complete Wellness/Fitness Continuing Education: 12-hours/year.
- Meet Target Numbers by Year 3 of the Program.
  - Note: During year one and two, participation in medical exam and CE mandatory to achieve bonus. Year three successful participants must complete medical exam, CE, and meet targets for strength and Max VO<sub>2</sub> to retain bonus. Effective 7/1/07, continuation of the bonus is contingent upon successful completion of the annual Wellness/Fitness for Life Program as provided for above. The bonus will remain in effect through the term of the contract (12/31/08). Continuation of the bonus is contingent on evaluation and effectiveness of the Program.

Annual Medical Exam (off duty)

- Stress EKG Treadmill/Aerobic Measurement
- Blood, Lab Work, Chest X-ray.
- Strength and Flexibility Management.

Wellness/Fitness Continuing Education

- Twelve (12) hours of on-line education per year.
- Interactive with dietary tips and tasks after each chapter.
- Curriculum developed by experts on nutrition, diet, and fitness with change each year.

Max VO2:

- Target: All participants achieve Max VO2 of 40 by year three or lose bonus.
- Once Max VO2 of 40 is reached, must be maintained each year.

Strength Testing:

- Push-Ups: (Target)—24 within 60 seconds
- Crunches: (Target)—35 within 60 seconds

Ongoing evaluation of this program will be conducted by CAO/Risk Management/OHP, and will track in the aggregate, participation levels, physiological and biochemical parameters as set forth in an operational letter of agreement dated January 1, 2007. Nothing in the operational agreement will impact the Wellness/Fitness for Life bonus set forth in Article 9, Section 13.