MEMORANDUM OF UNDERSTANDING FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS REGARDING THE SUPERVISORY FIRE FIGHTERS EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 25th day of June, 2013,

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

TABLE OF CONTENTS

		PAGE
ARTICLE 1	RECOGNITION	1
ARTICLE 2	AFFIRMATIVE ACTION	2
ARTICLE 3	DRUG TESTING	3
ARTICLE 4	MUTUAL COOPERATION	4
ARTICLE 5	IMPLEMENTATION	5
ARTICLE 6	TERM	6
ARTICLE 7	STRIKES AND LOCKOUTS	7
ARTICLE 8	RENEGOTIATION	8
ARTICLE 9	SALARIES	9
ARTICLE 10	OVERTIME	16
ARTICLE 11	UNIFORMS	23
ARTICLE 12	GENERAL PROVISION	26
ARTICLE 13	EMPLOYEE BENEFITS	28
ARTICLE 14	PAYROLL DEDUCTIONS AND DUES	31
ARTICLE 15	DEMEANOR, STAFFING, TRANSFERS, AND WORK SCHEDULES	33
ARTICLE 16	DISCIPLINARY ACTION	36
ARTICLE 17	GRIEVANCE PROCEDURE	37
ARTICLE 18	GRIEVANCES-GENERAL IN CHARACTER	48
ARTICLE 19	EMPLOYEE PAYCHECK ERRORS	50
ARTICLE 20	MANAGEMENT RIGHTS	52
ARTICLE 21	EMPLOYEE RIGHTS IN THE EVENT OF TRANSFER OF FUNCTIONS	53
ARTICLE 22	OBLIGATION TO SUPPORT	54
ARTICLE 23	FULL UNDERSTANDING, MODIFICATIONS, WAIVER	55
ARTICLE 24	AUTHORIZED AGENTS	57
ARTICLE 25	PROVISIONS OF LAW	58
	APPENDIX A	59
	SIGNATURE PAGE	61

ARTICLE 1 RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Los Angeles County Fire Fighters Local 1014 was certified on August 21, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. R-10-69) as the majority representative of County employees in the Fire Fighters Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission.

Management hereby recognizes Los Angeles County Fire Fighters Local 1014 as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in Article 9, Salaries.

Section 2.

Management agrees to recognize Los Angeles County Fire Fighters Local 1014 as the exclusive representative of the employees in said Unit when County rules, regulations, or laws are amended and Local 1014 has shown it has met the requirements of any such new rules.

ARTICLE 2 AFFIRMATIVE ACTION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations.

Management of the Department of Forester & Fire Warden agrees to consult with designated representatives of the Union regarding departmental affirmative action programs. Further, the parties agree that consultation shall take place prior to the implementation of such programs.

ARTICLE 3 DRUG TESTING

Effective July 1, 1991, Fire Fighters serving their first probationary period may be randomly selected for drug testing a maximum of four (4) times during such probationary period.

Management may require employees in the Unit to be tested for drugs based on a reasonable suspicion of impairment on the job.

Testing protocol, the drugs for which testing will be conducted and the cutoff levels for a positive drug test shall be that agreed to between the County and Coalition of County Unions.

It is understood that a positive drug test may result in disciplinary action, including discharge.

Drug testing, as used in this Article, includes alcohol.

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 5 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors.

It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

A. Acts, by majority vote, formally to approve said Memorandum of Understanding;

B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions of Articles; and

C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

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, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 Midnight on December 31, 2014.

ARTICLE 7 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

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, 2014, through August 1, 2014, 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, 2014, 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, 2014, unless the parties mutually agree to continue negotiations.

ARTICLE 9 SALARIES

Section 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
0331	DEPUTY FORESTER	CURRENT	NR	93J	5320.00	7776.73
		07/01/2013	NR	94F	5425.82	7931.73
		07/01/2014	NR	95C	5533.45	8089.18
		01/01/2015	NR	95L	5643.27	8249.91
0205	FIRE CAPTAIN(56 HOURS)	CURRENT	N3W	102C	7457.09	8774.64
		07/01/2013	N3W	102L	7605.45	8949.18
		07/01/2014	N3W	103H	7757.64	9128.18
		01/01/2015	N3W	104E	7912.18	9310.00
0213	SENIOR PILOT,FIRE SERVICES	CURRENT	NW	107J	7776.73	10199.00
		07/01/2013	NW	108F	7931.73	10402.64
		07/01/2014	NW	109C	8089.18	10609.73
		01/01/2015	NW	109L	8249.91	10820.64
0236	SUPVG FIRE FIGHTING CONST EQP OPER	CURRENT	NW	102C	6690.27	8774.64
		07/01/2013	NW	102L	6823.36	8949.18
		07/01/2014	NW	103H	6959.64	9128.18
		01/01/2015	NW	104E	7098.18	9310.00

Employees covered by this agreement shall receive by separate payroll warrant a one-time only, lump sum payment of two thousand five hundred dollars ($2,500) effective March 1, 2005.

Section 2. Step Advances

a. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his/her department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

c. Grievances arising out of this section shall be processed as follows:

(1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources.

If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his/her step anniversary date.

(2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his/her step advance anniversary date.

(3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may

submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3. Additional Compensation-Emergency Medical Technician 1 Certification

Effective April 1, 2005, Unit Members in the classifications listed below shall receive a bonus of 44 standard salary levels:

Fire Captain
Senior Pilot, Fire Services
Supervising Fire Fighting Construction Equipment Operator
Deputy Forester

This bonus shall be considered as wages for all purposes.

Section 4. Step Acceleration

a. Effective July 1, 2006, newly hired/promoted employees in the classification of Deputy Forester shall receive annual step advances as provided for in Section 2 of this article.

b. Fire Dispatchers

Full-time employees in the classification of Supervising Fire Dispatcher shall advance to the second step of the range of that class upon completion of six months of continuous service in said class.

Section 5. Paramedic Bonus Pay Provision

a. Employees in the classification of Fire Captain who are regularly assigned to a post paramedic position and maintain certification shall receive six (6) standard salary schedules per month and a lump sum of $400 upon each recertification.

b. Notwithstanding subsection (a) above, employees in the classification of Fire Captain who on June 30, 1991 are entitled to a paramedic bonus under the provisions of the 1988/90 MOU and meet the eligibility requirements for the bonus during the term of this MOU shall continue to receive such bonus.

c. Employees assigned to a non-post paramedic position prior to July 1, 1988, shall continue to receive the $100.00 per month non-post paramedic bonus, provided certification is maintained. Employees assigned to a non-post position on or after July 1, 1988, shall receive a lump sum bonus of $400.00 upon each recertification. In no event shall an employee receive both the non-post bonus and the lump sum recertification bonus.

Section 6. Dispatcher Bonus

Effective November 1, 1991, employees in the Fire Dispatcher Series who have been certified as an Emergency Medical Dispatcher (E.M.D.), or who have completed E.M.D. Training, shall receive a one-time-only lump sum bonus of $250.00. Employees who are certified or complete the training thereafter shall receive the one-time-only lump sum bonus upon certification.

The three Fire Captains who are assigned to the Dispatch Section on January 1, 1997, shall continue to receive the one schedule Dispatcher bonus until the expiration of this agreement of until the training assignment to Dispatch Section terminates, whichever occurs first. Fire Captains whose assignments to Dispatch commences after January 1, 1997, are ineligible for this bonus.

Section 7. Shift Differential

Employees in the Fire Dispatcher Series who work a shift at least five-eighths of which falls between 4:00 p.m. and 11:00 p.m. or between 9:00 p.m. and 8:00 a.m. shall receive a differential of $.45 cents per hour for all hours worked on that shift. Effective July 1, 1991, said differential shall be .50 cents per hour for all hours worked on the aforementioned shift.

Such payment shall be made between February 1, 1998, and February 28, 1998, by separate payroll warrant.

Section 8 Safety Personnel Bonuses

Persons assigned to a designated post position, or to the Fire Hazardous Materials Task Force Coordinator position and certified as required by the Department in the following:

Air Operations
Fire Hazardous Materials Task Force
Fire Hazardous Materials Task Force Coordinator
Urban Search and Rescue

shall receive a bonus of twenty (20) standard salary levels. These bonuses shall be considered as wages for all purposes.

Section 9. Shooting Bonus

The Fire Captain assigned as an arson investigator shall receive shooting bonus as follows:

a.) Marksman	$2.00 per pay period
b.) Sharpshooter	$4.00 per pay period
c.) Expert	$8.00 per pay period
d.) Distinguished Expert	$16.00 per pay period

Section 10 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/ 14). Continuation of the bonus is contingent on evaluation and effectiveness of the Program.

ARTICLE 10 OVERTIME

Section 1. Employees Covered Under 207 (k)

a. 207 (k) Partial Exemption

The Forester and Fire Warden shall adopt and implement a 207 (k) partial exemption under the Fair Labor Standards Act (hereinafter FLSA) for employees in the Fire Fighter, Pilot and Firefighting Construction Equipment Operator Series. Such employees shall be treated as if covered by FLSA without prejudice to the parties' position regarding exemptions which may be legally available under the FLSA for certain classes in the Unit.

b. Work Period

The work period for employees regularly assigned to a platoon schedule shall be eight (8) shifts in 24 consecutive days. Each shift shall be 24 hours, (from 8:00 a.m. to 8:00 a.m. the following day).

The work period for employees regularly assigned to a 40-hour schedule who are covered by the 207 (k) partial exemptions shall be 28 consecutive days.

c. Definition of Hours Worked

All benefit time, such as holidays, sick leave, vacation, etc., shall be counted as hours worked for overtime purposes. Benefit time is compensated leave time for which an employee does not actually work.

d. Regular Rate of Pay and Hourly Rate of Pay For a Platoon Shift

Effective July 1, 1991, an employee's regular rate of pay for overtime purposes shall include base pay plus all non-discretionary bonuses, e.g. longevity, EMT, post and non-post paramedic, etc.

The regular hourly rate of pay for an employee assigned to platoon duty shall be derived by dividing his/her monthly base pay plus all non-discretionary bonuses by 243.6.

e. Overtime Compensation

(1) Platoon Personnel

(a) Employees regularly assigned to a platoon schedule shall be compensated at the rate of time and one-half their regular rate of pay for all hours worked in their regular classification and position (i.e. a position which does not involve a different type of work for which different straight-time rates have been established) on a platoon schedule in excess of 182 hours in a 24 consecutive day period.

(b) If an employee regularly assigned to a platoon schedule, in a single work period, works one or more overtime shifts in his/her regular classification, but in a position(s) with a different type of work for which different straight-time rates have been established, the first 10 hours of overtime (between182 and 192) shall be compensated in accordance with subparagraph (a) above, and the remaining overtime hours, in excess of

192, shall be compensated by the weighted average method provided under FLSA. That is, the straight-time compensation from the employee's regular scheduled hours of work and from overtime shift(s), if any, in his regular position is added to the straight-time compensation from overtime shift(s) in the different position and the total straight-time compensation is divided by the total number of hours worked. The result is the weighted average hourly rate. The straight-time compensation for the employee's regular scheduled hours of work and overtime shift(s) in his regular position will be based upon the employee's regular rate of pay, as set forth in Section 1, subsection d. above. The straight-time compensation for the overtime shifts in the different position will be based on the established regular rate for the position, including EMT bonus, any bonuses applicable to the position, and longevity bonus, if applicable to the employee. The half-time overtime premium for the extra shifts is derived by multiplying the total number of hours worked in excess of 192 by one-half the weighted average hourly rate.

(c) If an employee regularly assigned to a platoon schedule in a single work period works down, i.e. works an overtime shift in a lower job classification, overtime for the work-down shift(s) shall be calculated by the rate-in-effect method provided under FLSA. That is, the employee shall be paid time and one-half of the top step, EMT rate of pay (including any bonuses applicable to the position) of the

position(s) worked. Overtime worked by the employee in his regular classification will be compensated in accordance with subparagraph (a) above.

(2) 40-Hour Personnel

(a) Hours worked in regular classification and position on a 40-hour schedule

Employees regularly assigned to a 40-hour schedule shall be compensated at the rate of time and one-half their regular rate of pay for all hours worked in their regular classification on a 40-hour schedule in excess of 160 hours in a 28 consecutive day period.

Employees assigned to a 40-hour work schedule may elect to receive compensatory time off at the straight time rate in lieu of pay for work performed in excess of 160 hours but less than 212 hours on a 40-hour schedule. An employee who elects compensatory time off for such hours worked may take such time off subject to the approval of departmental Management. In approving compensatory time off Management will accommodate employee convenience to the degree possible in light of operational requirements.

Accumulated compensatory time off shall remain to the employee's credit until it is taken off at the employee's request, subject to the approval of Management. The Fire Chief may compensate an

employee at the employee's straight time rate of pay for accumulated compensatory time off in lieu of retaining it on the books.

(b) Hours worked on a platoon shift(s) in addition to regular 40-hour schedule

If an employee on a 40-hour schedule works a platoon shift(s) in a work period, the employee shall be compensated at the rate of time and one-half the regular rate of pay (including EMT bonus, any bonuses applicable to the position and longevity bonus, if applicable to the employee) of the position worked for all hours worked on the platoon shift(s) pursuant to Section 1, subsection d. above.

f. Henninger Flats Duty

The provisions of this Article shall not apply to Forestry personnel assigned to extra service as a watchperson at Henninger Flats. Such duty shall be compensated pursuant to County Code Section 6.76.020 (D).

Section 2. Employees Not Covered Under 207 (k)

The parties agree that employees in the Unit who are not covered by the 207 (k) partial exemption will be paid for all hours worked in excess of 40 in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. '201. et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

Notwithstanding the above, all benefit time such as holidays, sick leave, vacation, etc., for employees in the Forestry Series shall count as hours worked for overtime purposes.

The Department will pay employees for any overtime worked at a rate of time and one-half (12) his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

Effective July 1, 1994, with Management approval, employees in the classifications of HMS I, II, or III may elect to receive compensatory time off (CTO) in lieu of pay, at a rate of one and one-half (1 2) hours for each Ahour worked@ in excess of forty in one week. CTO may be accrued to the maximums provided by FLSA. CTO in excess of these maximums shall be compensated as provided by FLSA. Employees may use CTO, as it is credited, with supervisory approval. Employees may elect to receive CTO in lieu of pay, at the straight time rate for all non-FLSA overtime worked.

Section 3. Saving Clause

If the Federal Fair Labor Standards Act (FLSA) becomes inapplicable to employees in this Unit, in whole or in part, for any reason, during the term of this agreement or before a successor memorandum of understanding is approved by all parties, such employees shall be compensated for overtime work under the overtime provisions of the 1983-85 Memorandum of Understanding for this Unit, effective on the date the FLSA becomes inapplicable, but no sooner than the date a successor MOU is approved by all parties or impasse procedures on a successor MOU are exhausted, whichever is first.

Section 4. Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of Management to require an employee to perform overtime work, and it is further agreed that overtime will be ordered and worked only when it is determined by Management that overtime is required to meet the Department's public service obligations.

Section 5. Fair Labor Standards Act (FLSA)

Article 25, Provisions of Law, is applicable to the provisions of this Article and the County remains responsible for complying with all provisions of the FLSA legally applicable to the County. In the event that it is finally determined as to Los Angeles County employees by a court of final competent jurisdiction that, notwithstanding the provisions of this Article, the employees governed by this MOU are entitled to additional compensation under the FLSA, the County agrees to pay all employees entitled to such additional compensation the full amount required by law. The County further agrees to indemnify and to hold harmless Los Angeles County Fire Fighters Local 1014, its officers, agents, and representatives from any liability, including interest, attorneys fees, and costs, found as a consequence in any lawsuit against said Union, officers, agents, or employees that is attributable to a finding that additional compensation required under the FLSA is due the members of said bargaining Unit, or to a finding that additional compensation required under the FLSA is due the members of said bargaining Unit, or to a finding that the adoption or implementation of the provisions of this Article have denied employees in the Unit additional compensation required under FLSA.

ARTICLE 11 UNIFORMS

Nothing herein shall be construed to modify in any manner whatsoever the uniform standards in the Fire Department, nor shall anything herein be construed as a waiver of Management's rights to establish, change and modify uniform standards and dress codes.

Bargaining Unit employees included in the safety series are eligible for a uniform replacement and maintenance allowance as provided for below. The Department shall issue to non-safety employees in the Unit a single uniform item to replace each item previously issued but considered substandard under Departmental guidelines. Each replacement shirt/blouse, trouser/skirt, jacket and pair of boots will require a purchase authorization approved and signed by Management.

In the event a non-safety employee covered by this Article is unable to obtain a regulation uniform from the Department's vendor(s) of record, each employee shall notify the Department and thirty (30) days following such notice the Department shall issue to the employee a voucher equal to the cost the Department pays its regular vendor for the same item(s).

The employee will be responsible for ensuring that uniforms purchased with such vouchers meet specifications including proper identification as determined by the Department. The Department will not be responsible for improperly purchased uniforms and may disallow their use.

Safety series classifications in this Unit are as follows:

Deputy Forester

Fire Captain

Senior Pilot, Fire Services

Supervising Fire Fighting Construction Equipment Operator

Section 1. Initial Issue of Uniforms Upon Employment

All employees in the bargaining unit shall receive an initial set of uniform items from the Department as provided for in the Fire Department's Manual of Operation.

Section 2. Uniform Replacement and Maintenance Allowance

Safety employees covered by this agreement and employed on November 1, 2013, 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, 2005 and December 15, 2013, by separate payroll warrant.

Safety employees covered by this agreement and employed on November 1, 2014, 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, 2006, and December 15, 2006, by separate payroll warrant.

This allowance shall not constitute a base rate.

Section 3. Uniform Replacement and Maintenance

Safety employees shall be responsible for the replacement of each uniform item previously issued and considered substandard under the Fire Department's guidelines All employees shall be responsible for the laundry, care and maintenance of their uniforms.

ARTICLE 12 GENERAL PROVISION

Section 1. Official Publications, Memorandums, Etc.

The Fire Department agrees to include Local 1014 in its regular delivery route and furnish copies of all official publications, memorandums, etc., that are distributed to all administrative sites, and other non-confidential official publications, memorandums, etc., concerning wages, hours, and working conditions affecting employees in the Unit. It is the intent of the parties that Local 1014 shall receive such information in a timely manner and where feasible, at the same time it is disseminated Department-wide.

Section 2. Assignment of Additional Responsibilities

Effective January 1, 1998, any permanent, full-time employee in a non-Safety Class shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities which are assigned or approved by the department Head, and approved by the chief Administrative Officer.

To qualify for this additional compensation, a full-time, permanent employee must either perform all the significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those required of positions typically allocated to the employee=s class. The assignment of additional duties normally performed by incumbents of the employee=s class would not qualify for this additional compensation.

The additional compensation shall begin on the first day the additional responsibilities are performed, and shall end on the day the additional responsibilities are no longer performed. In no event shall an employee receive compensation pursuant to this Section and receive the out of class bonus.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 13 EMPLOYEE BENEFITS

Section 1. Fringe Benefits

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage, and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO in effect during the term of this agreement, shall apply to employees in the Unit.

Section 2. Vacation and Holiday Time

The Department will continue the practice of not requiring the safety employees in this Unit to take off vacation or holiday time.

a. Vacation Time

Any 56-hour safety Fire Department employee whose sum of current and deferred vacation is in excess of 720 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. This time is available for use as time off by the employee at his/her option.

Any 40-hour safety Fire Department employee whose sum of current and deferred vacation is in excess of 480 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. This time is available for use as time off by the employee at his/her option.

Effective December 31, 2005, all 56-hour safety employees will be paid for vacation hours over 480 hours at the end of the calendar year.

Effective December 31, 2005, all 40-hour safety employees will be paid for vacation hours over 320 hours at the end of the calendar year.

County Code Section 6.20.070F.1 does not apply to this subsection.

b. Holiday Time

Any 56-hour safety Fire Department employee who has a holiday balance in excess of 396 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. This time is available for use by the employee at his/her option.

Any 40-hour safety Fire Department employee who has a holiday balance in excess of 264 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. This time is available for use by the employee at his/her option.

Effective December 31, 2005, all 56-hour safety employees in this Unit will be paid for all holiday hours over 264 hours at the end of the calendar year.

Effective December 31, 2005, all 40-hour safety employees in this Unit will be paid for all holiday hours over 176 hours at the end of the calendar year.

County Code Section 6.20.070F.1 does not apply to this subsection.

c. Exception to Subsection a. and b.

Any safety employee covered by this agreement who has retired or who retires between January 1, 2005, through December 31, 2007, will be paid for accrued holiday hours within one year prior to retirement, at his/her option, as follows: (1) Up to 132 hours for 56-hour safety employees, or (2) up to 88 hours for 40-hour safety employees. Any safety employees covered by this agreement who have retired or who retire between January 1, 2005 and December 31, 2005, shall have the right to designate an effective date on or after January 1, 2005, for such compensation.

All other safety employees will be subject to the new terms of this agreement.

This subsection c expires on December 31, 2007.

ARTICLE 14 PAYROLL DEDUCTIONS AND DUES

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with the County a written authorization requesting that such deduction 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 Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employee in this Unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period of December 15 through December 31, 2005, 2006, and 2007 by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, and job classification from which dues deductions are to be canceled.

Section 3. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 15 DEMEANOR, STAFFING, TRANSFERS, AND WORK SCHEDULES

Section 1. General

The parties have had a full and complete opportunity to review and to meet and confer with respect to existing practices, procedures, rules and regulations and Manual of Operation provisions regarding staffing procedures, transfer procedures, and work schedules and hours (hereinafter collectively "work rules"), and have agreed to certain modifications of the work rules. The work rules, as so modified, are incorporated herein by reference. The parties agree that they will comply with such work rules during the term of this agreement.

It is understood and agreed that Management has the exclusive right to determine the methods and means of applying and enforcing the Standards of Behavior contained in the Manual of Operations, subject to the rights afforded employees and Local 1014 under federal, state and County law and the provisions of this agreement.

At the request of either party, the parties will meet promptly to discuss proposed changes to the existing work rules in an attempt to reach mutual agreement. In the absence of mutual agreement on any such changes, the existing work rules will remain in full force and effect.

Section 2. Transfers (Fire Fighter Series)

a. During the term of this agreement, personnel who have been granted transfers or will be granted transfers in accordance with the transfer procedures shall not be held in

their previous assignment and shall be allowed to consummate such transfers at the end of a period not to exceed 6 months, except that by mutual agreement of the parties this time period shall be extended.

b. All personnel promoted shall be required to remain in their assignment for one (1) year and shall have transfer rights thereafter.

Section 3. Dispatcher and Fire Prevention Engineering Assistant Series

a. Work Week

For the purpose of work schedules, the normal work week shall be five consecutive eight hour days. Each eight-hour shift shall include, exclusive of at least a thirty minute lunch period, two 15 minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within the general area as prescribed by Management.

b. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employees' work schedules shall not be changed without written notice to the employee at least five working days prior to the date the change is to be effective.

c. Alternative Work Schedules

Upon the request of Local 1014 or Management, the parties agree to meet to discuss alternative work schedules, e.g., 4/40, 9/80, staggered work hours, etc., during the term of the MOU.

d. Transfers (Fire Dispatcher Series

Transfer requests will be considered on an annual basis for personnel in the Fire Dispatcher Series.

Section 4. Management Rights

It is understood by the parties that Management retains all of its rights to administer and implement the work rules described in this Article.

Section 5. Emergencies

Nothing contained in this Article shall be construed as a change in Management's existing obligation and rights to take appropriate and necessary actions in the fulfillment of the Department's emergency functions.

Section 6. Administrative Site Decor

It is also understood that Management has the exclusive right to establish and enforce policies with respect to decor at all fire station offices, and business areas of all other facilities, including the display of photographs, pictures, posters and other materials in the interest of promoting efficiency and public confidence in the services provided by the Department.

ARTICLE 16 DISCIPLINARY ACTION

Section 1. Notice

The department shall notify the Union of all intended and final action regarding disciplinary matters affecting persons covered by this bargaining Unit.

Section 2. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 17 GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances.

Section 2. Definitions

A grievance is any complaint concerning the interpretation or application of this memorandum or rules or regulations governing personnel practices or of Departmental rules or regulations or Manual of Operations or concerning working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor. "Business Days" mean calendar days exclusive of Saturdays, Sundays and legal holidays.

Section 3. General Provisions

1. Departmental management will inform an employee of any limitation of the department's authority to fully resolve the grievance; and supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

2. If an employee fails to initiate a grievance or to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled and not subject to further appeal. By mutual agreement of both parties, the various steps and time limits set forth in this grievance

procedure may be waived or the grievance may revert to a prior level for reconsideration.

3. An employee may present his/her grievance on County time, but the use of County time for this purpose shall not be excessive, nor shall this privilege be abused in any manner. The Department shall determine what constitutes abuse, but such determinations shall be grievable and subject to review under this grievance procedure.

4. If the aggrieved employee wishes, he/she may be assisted at the first step of the formal grievance procedure or any subsequent step by an authorized representative of Local 1014. The representative of Local 1014 must have his/her name on file and be accepted in accordance with the Employee Relations Ordinance of the County of Los Angeles or other such applicable employee Relations law.

5. If an employee grievance involves disciplinary action resulting in discharge, reduction or suspension, the aggrieved employee may waive all preliminary steps in the formal grievance procedure and proceed directly to the final step of the grievance procedure.

The aggrieved employee shall submit the grievance procedure form within ten (10) business days from the date of implementation of disciplinary action. If he/she does not appeal the discharge, reduction or suspension, the disciplinary action taken

shall be deemed accepted by the employee. The grievance form shall contain the employee's objections to the disciplinary action and the employee's suggestion as to what he/she considers appropriate corrective action.

In those cases where proper written notice of a contemplated discharge, reduction or suspension is served on and discussed with the employee, the grievance procedure shall be considered completed.

6. If the grievance does not involve a discharge, reduction or suspension, but the aggrieved employee definitely believes that his/her grievance cannot be resolved at any grievance step except by the Fire Chief or his designated representative, he/she may, with the concurrence of the concerned supervisors and managers, waive all the intervening steps.

7. To waive the grievance steps, the aggrieved employee must obtain the signature of all levels of supervisors and managers in the signature spaces on the grievance form. In the alternative, if time precludes the previous step, the employee's Deputy Fire Chief may consent to the waiver of any or all steps up to, and including, Deputy Fire Chief, and so note on the grievance form. The aggrieved employee shall also write the word "waived" and sign his/her name in the decision section for both steps and forward the form to the Fire Chief or his designated representative.

8. The grievance form shall be prepared by the employee for the formal grievance process. The Union agrees to encourage an employee who files a formal written grievance to state clearly and concisely the specific action(s) being grieved, the Article(s) violated and the specific remedy requested. The original shall be presented by the employee at the various grievance steps and returned to the employee with the written response. A copy of the original form shall be sent to the Employee Relations Office. A second copy of the original should be retained as the Bureau's record of the grievance discussions. Copies reflecting the outcome of the final step shall be sent to the Personnel Officer and the Bureau's files.

Section 4. Informal Procedures

Most problems or complaints can be settled if the employee will promptly, informally and amicably discuss them with his/her immediate supervisor. This desired initial discussion, a part of the day-to-day supervision, should ideally precede any use of the formal grievance procedure.

Within fifteen (15) business days from the occurrence of the matter on which a complaint is based, or within fifteen (15) business days from his/her knowledge of such occurrence, an employee shall either discuss the complaint with his/her immediate supervisor or file a formal grievance.

If the immediate supervisor either fails to reply within five (5) business days or gives an answer which the employee feels is not satisfactory, the employee may initiate the first step of the formal grievance procedure.

Section 5. Formal Procedure

First Step (Immediate Supervisor)

If the problem has not been resolved within ten (10) business days of the date of the initial discussion with the immediate supervisor (or fifteen (15) business days from the occurrence or knowledge of the occurrence of a grievable matter if informal discussion has not occurred), the employee shall file a formal written grievance with his/her immediate supervisor. The grievance form shall be completed by the employee describing the problem and the remedy he/she believes is merited.

The immediate supervisor shall promptly notify the Employee Relations Office. The supervisor shall consider available pertinent information and give his/her decision in writing (on the original grievance form) to the employee within ten (10) business days. The supervisor shall include the reasons for his/her decision and forward a complete copy of the grievance form to the Personnel Officer, Personnel Section.

If, upon receipt of the decision, the employee takes no further action within ten (10) business days, the grievance will be assumed to have been settled.

If the supervisor has not answered the employee's complaint within ten (10) business days, or if the answer is unsatisfactory in the employee's opinion, the employee may appeal to the next level.

Intermediate Steps All intermediate steps shall follow the same procedures as described in the First Step until the grievance has passed through all levels of supervision and management with the exception of the Fire Chief or his designated representative, which shall be the Final Step of this grievance procedure.

The Fire Chief or his designated representative shall meet with the employee at the earliest possible date, evaluate the grievance and afterward determine a course of action. Supervisors of all levels who have previously dealt with the grievance may be called by the Fire Chief or his designated representative to appear at the grievance meeting. Within ten (10) business days from his receipt of the grievance, the Fire Chief or his designated representative shall give a written decision to the employee using the original copy of the grievance.

Section 6. Arbitration

1. Within ten (10) business days from the receipt of the written decision of the department head or his/her designated representative, an employee, only if he/she is represented by the Union, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding and which are brought by an employee who was represented by the Union may be submitted to arbitration. In no event shall such arbitration extend to:

a. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator; nor

b. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by the Civil Service Commission, including but not limited to discharges, reductions, suspensions, and similar matters within the jurisdiction of said Civil Service Commission; nor

c. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office or any other County Department Agency or Commission unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator; nor

d. Any subject matter relating to County-sponsored employee group insurance plans that could impose on the carrier, the provider or the County an

obligation which would be in conflict with the applicable law and/or contracts or service agreements between the County and the carrier or provider.

e. Notwithstanding anything above, the County will not issue suspensions of five (5) days or less nor issue a performance evaluation rating below competent without just cause. Further, only those grievances on competent or better performance evaluations which meet the guidelines set forth at the Employee Relations Commission meeting on December 19, 1986, shall be subject to arbitration.

3. In the event the Union desires to request a grievance which meets the requirements or Paragraph 2 hereof be submitted to arbitration, it shall, within the time requirements set forth above, send a written request for arbitration to Employee Relations Branch of the Chief Administrative Office which request shall:

a. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration;

b. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty (30) working days from date of receipt

of the request of arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the names from the Employee Relations Commission, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission;

c. Arbitration procedures conducted under the authority of this Section shall be held at an appropriate location in the County Hall of Administration, except when another location is mutually agreed upon by the parties to the case.

4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.

5. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

6. The decision of an arbitrator resulting from any arbitration of grievance hereunder shall not add to, subtract from or otherwise modify the terms and conditions of this Memorandum of Understanding.

7. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Affirmative Action

Implementation

Term

Renegotiation

Provisions of Law

ARTICLE 18 GRIEVANCES-GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between Los Angeles County Fire Fighters Local 1014 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon.

A. Where Los Angeles County Fire Fighters Local 1014 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Los Angeles County Fire Fighters Local 1014 may request in writing, within fifteen (15) business days from the occurrence or knowledge of the matter in dispute, that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matters. Such written request shall set forth the proposed resolution sought.

Within five (5) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

B. Within ten (10) business days of such meeting, and the event the matter is not satisfactorily resolved, the Los Angeles County Fire Fighters Local 1014 shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's

principal representative(s) shall mean its Chief Administrative Officer or his authorized representative, and any other County department head or his authorized representative who has authority to resolve the matter.

C. Within (10) business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 2 of Article 17 the disagreement may be submitted to arbitration in accordance with the provisions of Section 6 of Article 17 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 17 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 17 hereof.

ARTICLE 19 EMPLOYEE PAYCHECK ERRORS

Section 1. Underpayments

Management will rectify a $100 or more underpayment on the employee's payroll warrants within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall promptly forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee to the Auditor-Controller's designate, Management will establish a reasonable method of repayment.

ARTICLE 20 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment. The parties recognize the Board of Supervisors' authority to take legislative action necessary to meet their fiscal responsibility.

ARTICLE 21 EMPLOYEE RIGHTS IN THE EVENT OF TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a department's Request for Proposal is approved by the Chief Administrative Officer, the Labor Relations Office will arrange to meet with representatives of the Union to advise them of this action within five (5) days. When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar as such subjects are not set forth in Memoranda of Understanding or Civil Service Rules.

ARTICLE 22 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding, neither Los Angeles County Fire Fighters Local 1014, nor Management, nor their authorized representatives will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 23 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.

C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto, and, if required, approved and implemented by County's Board of Supervisors.

D. However, nothing contained in this Article shall be construed as giving the County nor the Fire Department the right to institute unilateral changes in existing wages, hours or other terms and conditions of employment during the term of this Memorandum of Agreement.

E. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 24 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

A. Management's principal authorized agent shall be County's Chief Administrative Officer or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

B. The Fire Fighters' principal authorized agent shall be the President or his duly authorized representative (Address: 3460 Fletcher Avenue, El Monte, California 91731; telephone: (310) 639-1014.

ARTICLE 25 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or local law or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations and the remainder of this Memorandum of Understanding shall not be affected thereby.

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 VO2 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 (12/31/14). 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.

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

LOS ANGELES COUNTY
FIRE FIGHTERS
LOCAL 1014

By_____
President, Fire Fighters
Local 1014

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By_____
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS