



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 974-1101 ceo.lacounty.gov

**CHIEF EXECUTIVE OFFICER**

Fesia A. Davenport

January 26, 2024

To: Supervisor Lindsey P. Horvath, Chair  
Supervisor Hilda L. Solis  
Supervisor Holly J. Mitchell  
Supervisor Janice Hahn  
Supervisor Kathryn Barger

From: Fesia A. Davenport  
Chief Executive Officer

Anthony Marrone  
County Forester and Fire Warden

David Gillotte  
President, Los Angeles County Fire Fighters Local 1014

**JANUARY 2024 UPDATE ON THE FIRE DISTRICT'S FINANCIAL HEALTH**

**Background**

In April 2023, the Chief Executive Office (CEO), the Fire District (Fire), and Los Angeles County Fire Fighters Local 1014 (Local 1014) entered into a Memorandum of Understanding regarding the Fire Fighters Employee Representation Unit (Attachment I). Through the Memorandum of Understanding, CEO, Fire, and Local 1014 agreed to work through a Joint Labor/Management Financial Committee (JLMFC) to address uncertainties regarding forecasted revenues versus expenditures as it applies to a year three cost-of-living adjustment (COLA) up to 3.25 percent, effective October 1, 2024. The JLMFC has since met frequently and worked to affect the overall positive financial health of Fire. This memorandum is to provide an update on the status of Fire's financial health and concludes that based on the most recent revenue estimated forecast from our office in consultation with the County Assessor's Office, and progress Fire has made towards implementing various budget mitigation efforts, Fire is likely to have sufficient additional revenue to cover the costs of the year three COLA.



## **Fire's Financial Status**

Fire is a dependent non-enterprise Special District formed under California Law. Special Districts are separate and distinct political subdivisions that provide public services to benefit targeted properties and residents who pay for the services. As a Special District, Fire is funded independently from the County's General Fund and relies primarily on property tax revenue (Proposition 13), special tax revenue approved by the voters in 1997 (Proposition E), and fee-for-service revenue from 13 cities to provide essential fire protection and emergency medical services.

Despite strong property tax receipts in recent years, Fire's expenditures exceed revenues for various reasons, many of which are out of Fire's control. As of the Fiscal Year (FY) 2023-24 Final Adopted Budget, over 80 percent of Fire's budgeted expenditures consist of salaries and employee benefits (including overtime), which are subject to periodic Board-approved COLA increases. The costs of existing services, supplies, and capital assets have likewise been increasing, and Fire's critical and unfunded infrastructure needs are estimated to be \$1.4 billion. As a result, on November 1, 2022, the Board directed CEO, Fire, the Department of Human Resources, and Local 1014 to assess existing resources that can address the current budget deficit to support personnel and infrastructure needs while exploring options for alternative, sustainable funding for Fire (Attachment II). Subsequently, the directed parties identified numerous strategies to increase revenue and reduce costs and have been working to implement those strategies (Attachment III).

On December 18, 2023, Fire provided a preliminary update on meeting the third year COLA utilizing assumptions current as of November 28, 2023 (Attachment IV). As a result of implementing several budget mitigation strategies and utilizing the CEO's projected 3.33 percent property tax growth rate (less 0.2 percent to account for cities not in Fire's jurisdiction) for FY 2024-25, Fire projects a one-time \$23.1 million surplus in FY 2024-25, the third year of the COLA. The \$23.1 million surplus consists of an ongoing deficit of \$1.5 million that is offset by a one-time surplus of \$24.6 million. Additionally, since November 28, 2023, the CEO updated property tax growth figures and now projects a 4.5 percent growth rate for FY 2024-25. As such, Fire is currently on track to meet the year three COLA. However, Fire's latest fiscal forecast also projects a structural deficit for FY 2025-26 and outlying years that will require the use of one-time reserve funds to balance the budget until budget mitigation efforts to reduce cost and increase revenue are fully implemented. CEO will continue to monitor and assess Fire's ability to meet the third-year COLA, its structural deficit, and the status of its budget mitigation strategies during the budget process.

Each Supervisor  
January 26, 2024  
Page 3

Should you have any questions, please contact me or René Phillips at  
(213) 974-1478 or [rphillips@ceo.lacounty.gov](mailto:rphillips@ceo.lacounty.gov).

FAD:JMN:MM  
RP:BH:cc

#### Attachments

c: Executive Office, Board of Supervisors  
County Counsel  
Assessor  
Auditor-Controller  
Fire  
Human Resources  
Treasurer and Tax Collector  
Los Angeles County Fire Fighters Local 1014

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

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 4<sup>th</sup> day of  
April 2023,

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

	<u>PAGE</u>
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 ..... 21
ARTICLE 11	UNIFORMS ..... 30
ARTICLE 12	GENERAL PROVISION ..... 33
ARTICLE 13	EMPLOYEE BENEFITS ..... 35
ARTICLE 14	PAYROLL DEDUCTIONS AND DUES..... 38
ARTICLE 15	DEMEANOR, STAFFING, TRANSFERS AND WORK SCHEDULES ..... 40
ARTICLE 16	DISCIPLINARY ACTION ..... 43
ARTICLE 17	GRIEVANCE PROCEDURE ..... 44
ARTICLE 18	GRIEVANCES-GENERAL IN CHARACTER..... 55
ARTICLE 19	EMPLOYEE PAYCHECK ERRORS..... 58
ARTICLE 20	MANAGEMENT RIGHTS ..... 60
ARTICLE 21	EMPLOYEE RIGHTS IN THE EVENT OF TRANSFER OF FUNCTIONS ..... 61
ARTICLE 22	OBLIGATION TO SUPPORT ..... 62
ARTICLE 23	FULL UNDERSTANDING, MODIFICATIONS, WAIVER ..... 63
ARTICLE 24	AUTHORIZED AGENTS ..... 65
ARTICLE 25	PROVISIONS OF LAW ..... 66
ARTICLE 26	MANDATORY WELLNESS FITNESS FOR LIFE PROGRAM..... 67
ARTICLE 27	SALARY DEDUCTION CONTRIBUTIONS TO CCU TRUST..... 69
	APPENDIX A..... 71
	SIGNATURE PAGE..... i

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.

The intent of this program is to identify substance abuse and provide assistance for rehabilitation of Department members; however, it is understood that a positive drug test may result in disciplinary action, including discharge.

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

The parties agree to discuss substance abuse testing and treatment as part of the ongoing efforts in behavioral health best practices in the labor management behavioral health program.



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, 2022. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 Midnight on December 31, 2024.

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, 2024, through August 1, 2024, 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, 2024, 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, 2024, 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.

This provision is agreed to solely to address uncertainties regarding forecasted revenues versus expenditures in year three of the contract as it applies to a year three COLA up to 3.25%. Both Parties agree to work through a Joint Labor/Management Financial Committee (JLMFC). The JLMFC will be distinguished from all other similar committees in the County in that it will be comprised of six members (principals only)- Fire Chief, County Assessor, County Auditor-Controller, Chief Executive Officer, 1014 President, and the County's Treasurer and Tax Collector. The 1014 President, Fire Chief, and Chief Executive Officer shall serve as Co-Chairs. All committee principals shall be allowed to form sub-committees and enlist subject matter experts to assist with the data analysis.

The Parties agree to work collaboratively to address any predicted financial shortfalls through revenue growth, expenditure reduction and revenue enhancement strategies. The work of the JLMFC shall commence in January 2023 and the committee shall provide a status update to the Board of Supervisors every 90 days. The Parties shall work diligently to affect the overall positive financial health of the Fire District.

The purpose of the negotiations in any such re-opener (as referenced below) shall include, but not be limited to, finding solutions to realize the amount of ongoing funding needed to fund a COLA in year three or implementing other agreed upon measures if the funding target is not met.

Both conditions below must be met in order to trigger the reopener and negotiations language referenced below:

- A. During this agreement, with respect to the third year of the contract, if the JLMFC forecasts that the Fire District will need to use reserves to fund ongoing operational expenses, and/or the Assessor determines that the Special District's assessment role will be less than 3.6%, (i.e. the growth percentage forecasted in CY 2022 for FY 2024/25), and/or any additional ongoing revenue or ongoing cost savings measures through expenditure reduction are insufficient to fund a 3.25% COLA; and
- B. The JLMFC shall issue public findings forecasting whether the Fire District will need to use reserves to support ongoing operational expenses (i.e., Fiscal Crisis). It is the expectation of the parties, but not a requirement of this agreement, that the Board of Supervisors adopt the findings of the JLMFC.

If the conditions stated in Paragraphs A and B are met, then the Parties agree that negotiations will commence within ten business days of the JLMFC's issuance of the public findings of a forecasted fiscal crisis as defined in Paragraph B. The Parties will meet and confer on an expedited basis, in good faith, to reach an agreement. The Parties agree that they will meet on a weekly basis (or as mutually agreed upon) in order to reach an agreement.

If the revenue growth, expenditure reduction, and revenue enhancement strategies, individually or collectively, are forecasted to yield insufficient revenue/savings to fully fund a 3.25% COLA in year 3, then the difference between the amount of COLA that can be sustained by the additional forecasted ongoing revenue/savings and the 3.25% COLA sought by 1014, shall become the subject of negotiation.

During negotiations, if a party declares impasse, the Parties agree that any mediation or fact finding must be completed by June 1, 2024. Impasse will be automatically declared at three months from the date of the start of negotiation unless the Parties mutually agree in writing to extend the time to declare impasse or complete mediation or fact finding.

All financial data and records including all sources of revenue and all expenditures shall be shared between and amongst the Parties and the JLMFC members transparently and expeditiously before and during any such re-opener.

If the County takes action to rescind or adjust the third year COLA it will treat all non-sworn, non-represented management staff and all sworn staff the same as Local 1014 members.

This agreement shall apply to year 3 COLA up to 3.25% only and expire at the end of the MOU term.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
0199	FIRE FIGHTER(56 HOURS)	CURRENT	NRO	94D	5399.09	8109.27
		07/01/2022	NRO	96D	5699.55	8560.82
		07/01/2023	NRO	97F	5885.73	8840.09
		07/01/2024	NRO	98H	6077.36	9128.18
0201	FIRE FIGHTER SPECIALIST(56 HOURS)	CURRENT	N3WO	104J	7990.36	9660.09
		07/01/2022	N3WO	106J	8435.09	10199.00
		07/01/2023	N3WO	107L	8709.73	10531.27
		07/01/2024	N3WO	109B	8993.45	10874.09



0198 FIRE FIGHTER TRAINEE	CURRENT		F		5401.69
	07/01/2022		F		5698.78
	07/01/2023		F		5883.99
	07/01/2024		F		6075.22
0232 FIRE FIGHTING CONST EQUIP OPERATOR	CURRENT	NWO	104J	7168.36	9660.09
	07/01/2022	NWO	106J	7568.36	10199.00
	07/01/2023	NWO	107L	7814.91	10531.27
	07/01/2024	NWO	109B	8069.09	10874.09
0196 FIRE SUPPRESSION AID	CURRENT	NWO	71E	2913.00	3910.18
	07/01/2022	NWO	73E	3072.82	4126.73
	07/01/2023	NWO	74G	3171.36	4260.73
	07/01/2024	NWO	75J	3273.27	4399.55
0328 FORESTRY ASSISTANT	CURRENT	NRO	98C	6002.82	9015.91
	07/01/2022	NRO	100C	6337.45	9518.27
	07/01/2023	NRO	101E	6543.73	9828.45
	07/01/2024	NRO	102G	6756.82	10149.00
0211 PILOT, FIRE SERVICES	CURRENT	NWO	112L	8949.18	12059.64
	07/01/2022	NWO	114L	9448.00	12731.91
	07/01/2023	NWO	116B	9755.36	13146.82
	07/01/2024	NWO	117D	10074.00	13576.18
0234 SR FIRE FIGHTING CONST EQUIP OPER	CURRENT	NWO	106J	7568.36	10199.00
	07/01/2022	NWO	108J	7990.36	10767.91
	07/01/2023	NWO	109L	8249.91	11117.91
	07/01/2024	NWO	111B	8518.27	11479.64
0197 SENIOR FIRE SUPPRESSION AID	CURRENT	NWO	73E	3072.82	4126.73
	07/01/2022	NWO	75E	3241.64	4356.27
	07/01/2023	NWO	76G	3346.09	4498.55
	07/01/2024	NWO	77J	3453.18	4644.91

## 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 October 1, 2018, Unit Members in the classifications listed below shall receive a bonus of fifty-one (51) standard salary levels. Unit Members shall maintain certification and recertification, to include didactic and skills testing.

Fire Fighter  
Fire Fighter Specialist  
Fire Fighting Construction Equipment Operator  
Sr. Fire Fighting Construction Equipment Operator  
Forestry Technician  
Forestry Assistant  
Pilot, Fire Services

Effective October 1, 2018, Unit Members in the classifications listed below that possess EMT 1 Certification as approved by the Department shall receive a bonus of twenty (20) standard salary levels. Unit Members shall maintain certification and recertification, to include didactic and skills testing.

Fire Suppression Aid Senior

Fire Suppression Aid

This bonus shall be considered as wages for all purposes.

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 Assistance shall receive annual step advances as provided for in Section 2 of this Article.

b. Sr. Fire Suppression Aid and 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 5. Fire Fighter Specialist Entry Level

Entry into the classification of Fire Fighter Specialist shall be at the third step of the salary range.

Section 6. Paramedic Bonus Pay Provision

- a. Employees in the classifications of Fire Fighter and Fire Fighter Specialist 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 Fighter Specialist 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.
- d. Effective October 1, 2018, employees in the classifications of Fire Fighter and Fire Fighter Specialist who are regularly assigned to a post paramedic position and maintain licensure shall receive a bonus of four (4) standard salary levels upon completion of their second consecutive year in the assignment and shall receive an additional bonus of four (4) standard salary levels upon completion of their third consecutive year in the assignment.

#### Section 7. Safety Personnel Bonuses

Effective January 1, 1998, persons assigned to a designated post position or to the Fire Hazardous Material Task Force Coordinator position and certified as required by the Department in:

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 8.            Catalina Island Assignment

Effective July 1, 1994, employees who are assigned to work on a permanent basis on Catalina Island and who are not provided living quarters, shall be entitled to compensation at a rate four schedules higher than the base rate established by this Article.

Section 9.            Shooting Bonus

Fire fighters assigned as arson investigators 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

- a. All permanent safety employees in the bargaining unit shall receive a bonus of twelve (12) standard salary levels contingent upon successful completion of the Wellness/Fitness for Life Program as provided for in Article 26 and Appendix A.

Section 11. 56-Hour Personnel 40-Hour Assignment Bonus

- a. Effective September 1, 2015, all Fire Fighter Specialists (56 Hours) who are assigned to a 40-Hour position shall receive a bonus of four (4) standard salary levels.

Effective July 1, 2016, this bonus shall equal ten (10) standard salary levels.

- b. Effective October 1, 2018, Fire Fighters (56 Hours) who are assigned to a 40-Hour position shall receive a bonus of ten (10) standard salary levels.



Employees qualifying for the bonus shall continue to receive the bonus as long as they are assigned to the 40-Hour position.

Section 12. PEER Support Bonus

Employees assigned to the PEER Support Program shall receive a bonus of eight (8) standard salary levels upon satisfactory completion of the following criteria:

- Complete the IAFF on-line training module “Basic Behavioral Health Awareness”
- Complete a 24 hour Los Angeles County Fire Department PEER Support Training (International Critical Incident Stress Foundation ‘ICIFS” model)
- Be assigned and rostered as a PEER team member
- PEER team assignment is a two-year minimum commitment
- Attend a minimum of two trainings/continuing education per calendar year

The PEER Support Program shall have a maximum of six (6) Lead PEER members and a maximum of seventy (70) PEER members.

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.

Employees in the Fire Fighter Series who are regularly assigned as arson investigators in the Arson Fire Investigation Unit shall be treated as if covered by FLSA 207(k) partial exemption standards as applicable to law enforcement employees.

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.

The work period for employees regularly assigned to a 40-hour schedule in the Fire Suppression Camps who are covered by the 207 (k) partial exemptions shall be 7 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.

Employees regularly assigned to a platoon schedule in the Arson Fire Investigations Unit 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 147 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 (between 182 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 regularly assigned to a 40-hour schedule in the Fire Suppression Camps 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 40 hours in a 7 consecutive day period.

Employees regularly assigned to a 40-hour schedule in the Arson Fire Investigations Unit 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 171 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.

Employees assigned to a 40-hour work schedule in the Fire Suppression Camps may elect to receive compensatory time off at the straight time rate in lieu of pay for work performed in excess of 40 hours but less than 53 hours on a 40-hour schedule.

Employees assigned to a 40-hour work schedule in the Arson Fire Investigations Unit 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 171 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).

g. Compensatory Time Off

With Department Head (Appointing Authority) approval, and at the discretion of Management, a 56-hour Fire Fighter or Fire Fighter Specialist regularly assigned to a platoon schedule may elect to receive compensatory time off (CTO), in lieu of paid overtime, at the rate of one and one-half hours for each hour worked in excess of 182 hours in a 24-day consecutive work period/corridor. CTO shall be accumulated for a maximum of 240 hours of overtime worked, subject to the following conditions:



1. CTO shall only be available for overtime worked in the firefighter's regular classification. CTO shall not be available from employee's regularly scheduled hours; or for 56-hour fire fighters working overtime on a temporary 40- hour assignment; or unless expressly approved by management, for overtime worked during disaster periods or emergencies declared by the Board of Supervisors, State or Federal governments.
2. 56-hour fire series employees shall accrue CTO in whole hour (1 hour) increments; up to 24-hours per shift.
3. CTO is provided at the time and one-half rate for each hour of FLSA overtime worked. The straight portion of the CTO shall be accumulated by the fire fighter to be taken off at a later date with the prior approval of department management. CTO shall be available for use as time off by the employee at his/her option and used in 24-hour or 12-hour increments. The premium portion of the CTO shall not be accumulated but shall be paid at the regular rate as provided under FLSA.
4. Unused accumulated CTO shall be paid upon termination of employment at the employee's regular rate in effect as of the date of payment.
5. Accrued compensatory time shall be paid in total prior to any classification changes at the employee's regular rate in effect as of the date of payment.

To use compensatory time, employee must submit a written request to the immediate supervisor in accordance with manuals of operations (V2-C2-S1). Such accumulated compensatory time may be taken off subject to the staffing requirements and with prior written approval of departmental management.

Management may direct an employee to use accumulated compensatory time provided the employee is given (10) business days' notice.

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 exemptions 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 (1/2) his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

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:

- Fire Fighting Construction Equipment Operator
- Fire Fighter
- Fire Fighter Specialist
- Fire Suppression Aid (Permanent)
- Forestry Assistant
- Pilot, Fire Services
- Senior Fire Fighting Construction Equipment Operator
- Senior Fire Suppression Aid

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, 2022, shall be entitled to a lump sum payment of one thousand seven hundred and fifty dollars (\$1,750) 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, 2022, and December 15, 2022, by separate payroll warrant.

Safety employees covered by this agreement and employed on November 1, 2023, shall be entitled to a lump sum payment of one thousand seven hundred and fifty dollars (\$1,750) 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, 2023, and December 15, 2023, by separate payroll warrant.

Safety employees covered by this agreement and employed on November 1, 2024, shall be entitled to a lump sum payment of one thousand seven hundred and fifty dollars (\$1,750) 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, 2024, and December 15, 2024, 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 July 1, 2023, any permanent, full-time employee in a 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 Executive Office.

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 pay off 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.

Effective December 31, 2022, any 56-hour Fire Department employee whose sum of current and deferred Vacation time on the last day of the calendar year, which, in the aggregate, is in excess of 720 hours, 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 pay off at termination or separation if not used. Such excess Vacation time shall be paid at the employee's workday rate of pay in effect on the last day of termination or separation. This time is available for use as time off by the employee at their option. Fire Department 56-hour employees shall be compensated for accumulated Vacation time which, in the aggregate, is in excess of 480 and up to 720 hours for a maximum in-service payout of 240 hours. Such excess Vacation time shall be paid at the employee's workday rate of pay in effect on the last day of the calendar year.

Effective December 31, 2022, any 40-hour Fire Department employee whose sum of current and deferred vacation time on the last day of the calendar year, which, in the aggregate, is in excess of 480 hours, 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 pay off at termination or separation if not used. Such excess Vacation time shall be paid at the employee's workday rate of pay in effect on the last day of termination or separation. This time is available for use as time off by the employee at their option. Fire Department 40-hour employees shall be compensated for accumulated Vacation time which, in the aggregate, is in excess of 320 hours and up to 480 hours for a maximum in-service payout of 160 hours. Such excess Vacation time shall be paid at the employee's workday rate of pay in effect on the last day 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. The 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.

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, 2022, 2023 and 2024, 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.            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 4.            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 5.            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 thirty (30) 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 Executive 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 Executive 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 Executive Officer or his authorized representative, and any other County department head or his authorized representative who has authority to resolve the matter.
- C. Within thirty (30) 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 ERRORSSection 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 Executive 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 Executive Officer or his duly authorized representative (Address: 500 West Temple Street, Los Angeles, California 90012; Telephone: (213) 974-4029), 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.

ARTICLE 26            MANDATORY WELLNESS/FITNESS FOR LIFE PROGRAM

A. During the term of this contract, all bargaining unit members are required to participate in the Mandatory Wellness/Fitness for Life Program attached hereto as Appendix A. Employees in this unit shall complete all requirements of the Mandatory Wellness/Fitness for Life Program and attempt to meet or exceed all thresholds with good faith effort, to retain their bonus. Employees who are unable to achieve the targets for push-ups, crunches or plank and/or VO2 Max, shall be provided the option of being assigned a peer fitness coach through the Fitness for Life Unit. The peer fitness coach will prescribe a confidential wellness and fitness plan to assist and educate the individual in ways to achieve the given targets.

B. The Department and the Union agree to support and make their best effort to implement a Labor Management Initiative Agreement regarding Firefighter Behavioral Health and PEER Support Program within the WFI / FFL agreement.

This agreement will define the Labor / Management efforts to support the PEER Support Program, and Overall Firefighter Behavioral Health to include post-traumatic stress and suicide prevention and awareness, and resources necessary to support such efforts.

Labor /Management shall work to implement by joint agreement, entry level and annual physical embedded behavioral health assessment and coaching segment of the mandatory physical. This will be accomplished with in person, or virtual and scheduled check in with culturally competent clinicians, interns or PEERs by agreement, and shall contain a review of benefits in workers compensation, peer support and medical insurance available to members.

ARTICLE 27      SALARY DEDUCTION CONTRIBUTIONS TO CCU TRUST

CCU has established a trust (the “CCU Trust”) for the purposes of providing certain post-retirement health benefits through a retiree medical expense reimbursement plan (“Plan”) to certain employees represented by CCU and their tax dependents. If the County agrees to participate in the CCU Trust and Plan by facilitating the transfer of mandatory employee salary-deduction contributions to the CCU Trust pursuant to the terms of the 2018 CCU Fringe Benefit MOU (“Fringe MOU”) and pursuant to an agreement with the trustees for the CCU Trust addressing administrative issues (“Special Agreement”), then BU 601 authorizes the County to permit the trustee (or its agent or delegate) to access the County’s payroll system to (i) deduct an agreed upon dollar amount on a pre-tax basis from the paychecks of employees represented by BU 601 who are designated below as eligible to contribute to the CCU Trust and Plan (“Eligible Employees”) and (ii) mandatorily contribute those deducted amounts to the CCU Trust on behalf of those Eligible Employees (“Mandatory Contributions”). Individual employees shall not have the ability to opt in or out of these Mandatory Contributions. Such Mandatory Contributions shall be made in accordance with and subject to the Fringe MOU and the Special Agreement. Any payroll deductions made pursuant to this MOU shall be begin as soon as practicable, but no earlier than six (6) months after both the Special Agreement and Fringe MOU have been executed and shall continue until modified by a new or amended BU 601 MOU.

For purposes of Mandatory Contributions to the CCU Trust, BU 601 designates the following as Eligible Employees: full-time, permanent or recurrent employees represented by BU 601 and who are first hired by the County on and after July 1, 2014.

The paystub for each Eligible Employee shall include a description of the deduction as required by the California Labor Code.

This Article will become effective upon mutual agreement between the Parties.

APPENDIX AMANDATORY WELLNESS/FITNESS FOR LIFE PROGRAM

Objective: To enhance individual fitness, aerobic capacity, and wellness.

Requirements to qualify for bonus:

Twelve standard salary levels upon the satisfactory completion of all of the following:

1. Annually complete 12 hours of Wellness/Fitness-for-Life Continuing Education.
2. Complete a mandatory medical evaluation in accordance with Article 26 and annually thereafter. The medical evaluation must be completed within birth month, or within two weeks preceding or following the birth month. This testing window may be extended for participants who are ill or injured.
3. Annually complete a physical fitness assessment and attempt the following targets:
  - a) Push-ups: 24 within 60 seconds
  - b) Crunches: 35 within 60 seconds or Plank: Hold for 60 seconds.

4. Annually complete an aerobic test and attempt a VO2 Max as follows:

Age Group	VO2 Max Target
Less than 30 years	40
30-40 years	38
41-50 years	36
More than 50 years	34

5. Annual 12-Lead Electrocardiogram (EKG).

Mandatory Medical Testing:

Bargaining unit members shall be required to complete blood testing during their annual scheduled fitness testing.

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   
\_\_\_\_\_  
DAVE GILLOTTE  
President

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By   
\_\_\_\_\_  
FESIA A. DAVENPORT  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS



MOTION BY SUPERVISORS KATHRYN BARGER AND  
JANICE HAHN

November 1, 2022

**An Assessment of Challenges and Opportunities in the Los Angeles County Fire Department**

The Los Angeles County Fire Department (LACoFD) provides critical life-saving fire and emergency medical services to approximately 4 million residents across 59 cities and 122 unincorporated areas of the County and the City of La Habra. The LACoFD is responsible for fire prevention and protection of residential and commercial structures and nearly 2,311 square miles of land including beaches, mountain ranges and more. The LACoFD also manages a robust lifeguard program, urban search and rescue, homeland security assistance, hazardous materials response, and the Baby Safe Surrender and Safe House programs. Finally, the LACoFD is a nationally recognized and acclaimed fire agency that is regularly called upon to assist with wildfires in other jurisdictions.

The LACoFD is a special district and is not funded by the County general fund. Instead, it is principally funded through property tax, a special tax approved by voters in 1997 levied on real property. As of the Fiscal Year 2022-23 Final Adopted Budget, LACoFD’s annual budget is \$1.592 billion and they operate 177 fire stations with nearly 5,000 budgeted personnel.

-MORE-

MOTION

SOLIS	_____
KUEHL	_____
HAHN	_____
BARGER	_____
MITCHELL	_____

Due to numerous factors, the LACoFD's expenditures have begun to exceed revenue. This gap has been closed each year with one-time revenue including the use of LACoFD's Reserves. LACoFD's latest projections show that it will exhaust its Reserves by FY 2024-25. The increase in costs has been exacerbated by various operational and programmatic issues.

The operational issues are primarily due to workers compensation liability and the increase in the number of employees who are injured and on leave. About 80% of the LACoFD's budget is dedicated to salaries and employee benefits (including overtime). LAFCoD currently has 496 staff out on injury claims. More than half of those individuals have been out longer than 90 days. The high number of vacancies as a result of injury and illness is placing undue stress on the remaining Fire personnel who are on callbacks which is negatively impacting the fiscal health of the Department that must fill behind employees by paying overtime. Those injured and on leave also need a robust system that supports their treatment and care so they can return to work as quickly as possible. This is a complex issue involving multiple factors and stakeholders, including the County's Chief Executive Officer, the Department of Human Resources, the Third-Party Workers' Compensation Administrator, Sedgwick, and labor partners. However, this is an issue that must be addressed to successfully manage the structural deficit of the Department. Additionally, the Department must identify opportunities to strengthen the pool of candidates to ensure that the most physically skilled are eligible for employment, thus mitigating injuries to the extent possible for newly hired firefighters.

-MORE-

In addition to operational issues, the LACoFD is also facing programmatic changes that have impacted its ability to effectively manage resources and staff. The vast majority of the calls for service to LACoFD are for medical calls – a staggering 84% of all the 9-1-1- calls to Fire last year. In January 2022, the LACoFD hit an all-time high of responding to more than 40,000 calls for service which averaged to about 1,300 calls per day. This increase has put a strain on the Department's resources – yet these calls are a matter of life and death for millions of residents.

The County cannot allow the operational and programmatic issues facing the LACoFD to impact its ability to protect lives, property, and the environment with prompt, skillful, and cost-effective fire protection, and life safety services. We must act now to ensure financial sustainability while we simultaneously address the operational and programmatic changes necessary for the Department.

**WE, THEREFORE MOVE**, that the Board of Supervisors direct the Chief Executive Officer to work with the Los Angeles County Fire Department, the Department of Human Resources, and labor partners and report back to the Board in 45 days in writing on the following:

- 1) An assessment of the challenges inherent with the current Workers' Compensation system, and recommendations to improve and strengthen the system to help employees return to work in a safe and timely manner. This should include an overview of best practices from other jurisdictions, potential issues with the state system, a review of the current Third-Party Administrator and any other impacts that are exacerbating excessive leave and Disability Management and Compliance issues;

-MORE-

- 2) An overview of the current training and hiring practices including an assessment of recruitment practices, the “Recruit Academy” with recommendations on how to enhance the pool of candidates eligible for hire by the Department, and opportunities to provide ongoing training to maintain the wellness, skills, and abilities of fire personnel; and,
- 3) An assessment of existing resources that can address the current budget deficit to support the personnel and infrastructure needs while exploring options for alternative, sustainable funding for the Department to fulfill its emergency and life-saving services.

# # #



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 974-1101 ceo.lacounty.gov

**CHIEF EXECUTIVE OFFICER**

Fesia A. Davenport

December 29, 2022

To: Supervisor Janice Hahn, Chair  
Supervisor Hilda L. Solis  
Supervisor Holly J. Mitchell  
Supervisor Lindsey P. Horvath  
Supervisor Kathryn Barger

From: Fesia A. Davenport  
Chief Executive Officer

**REPORT BACK ON AN ASSESSMENT OF CHALLENGES AND OPPORTUNITIES IN  
THE LOS ANGELES COUNTY FIRE DEPARTMENT (ITEM NO. 9, AGENDA OF  
NOVEMBER 1, 2022)**

On November 1, 2022, the Board of Supervisors (Board) directed the Chief Executive Officer to work with the Los Angeles County (County) Fire Department (Fire), the Department of Human Resources (DHR), and labor partners to report back to the Board in 45 days in writing on: 1) An assessment of the challenges inherent with the current Workers' Compensation (WC) system and recommendations to improve and strengthen the system to help employees return to work in a safe and timely manner; 2) An overview of current training and hiring practices including an assessment of recruitment practices and the "Recruit Academy" with recommendations to enhance the pool of candidates eligible for hire by Fire, and opportunities to provide ongoing training to maintain the wellness, skills, and abilities of Fire personnel; and 3) An assessment of existing resources that can address the current budget deficit while exploring options for alternative, sustainable funding.

**Workers' Compensation Assessment**

Fire encounters numerous challenges related to mitigating WC expenditures. It is important to emphasize that firefighters are subject to physically demanding and often dangerous situations. Fire's WC expenditures are reflective of these duties. The Chief Executive Office (CEO) performed an assessment of cost drivers impacting Fire's WC expenditures, including State of California (State) laws that influence such expenditures and liabilities, a comparison of safety department and non-safety department WC expenditures, current programs that provide unencumbered, evidence-based medical care to industrially injured Fire personnel, a review of the



services the County's third-party administrator, Sedgwick Claims Management Services Inc., provides to Fire, an evaluation of best practices from other jurisdictions and recommendations intended to improve service levels (see Attachment I).

In summary, the assessment revealed that Fire's WC costs are driven by older firefighters utilizing liberally construed State WC benefits. In the most recent three fiscal years, 83 percent of all Labor Code 4850 (tax-free full salary time-off entitlement) benefits were paid to firefighters who were 45 years of age or older. There were 483 claims opened in Fiscal Year (FY) 2021-22 with applicant attorney involvement (generally the most expensive claims). Eighty-seven percent of those claims were filed by Fire personnel who were 50 years of age or older. Fire's WC costs are driven, in part, by end-of-career continuous trauma claims that are indicative of a high level of benefit utilization and maximization.

Several State-mandated provisions, including Senate Bill 1127 (Atkins) that goes into effect on January 1, 2023, will make it highly unlikely that cost reductions will be experienced over the next several years. Senate Bill 1127 will reduce the time to investigate WC presumptive injuries (e.g., heart, cancer) by 15 days, increase penalties associated with such claims 1,900 percent, and increase the temporary disability entitlement for cancer from 204 weeks to 240 weeks. However, the CEO has instituted several mitigation programs including pre-authorizing treatment for common injuries, lowering caseloads of WC adjusters, focused management of complex claims, settling long-term WC claims, and performing coordinated return-to-work reviews.

### **Overview of Training and Hiring Practices**

Fire strives to ensure its hiring procedures for fire series personnel utilize the most current and relevant examination practices to create a vast pool of qualified candidates. Fire performed an assessment of its last Fire Fighter Trainee Examination in 2019, in which it identified areas of improvement such as the need for a larger pool of qualified candidates, requiring pre-employment/post offer psychological assessments, expansion of appointments for pre-employment/post offer medical examinations, and revising hearing and vision standards to reflect and align those with current best practices. Fire, in collaboration with CEO, DHR, and Local 1014, is currently working towards addressing the identified areas of improvement (see Attachment II).

Fire has also evaluated the overall success rate of its Recruit Academy over the last two years. It was found that although the failure rate of recruits was 22 percent overall, the percentage of recruits that failed the academy due to injuries from previous academies was 46 percent. Fire observed a correlation between physical fitness deficiencies and injuries during the academy. Therefore, Fire is proposing to include additional physical fitness assessments into its hiring process.

## **Budget Assessment and Strategies**

Fire is a dependent non-enterprise Special District formed under California Law. Special Districts are separate and distinct political subdivisions that provide public services to benefit targeted properties and residents who pay for the services. As a Special District, Fire is funded independently from the County's General Fund and relies primarily on property tax revenue, special tax revenue approved by the voters in 1997 (Proposition E), and fee-for-service revenue from 13 cities to provide essential fire protection and emergency medical services.

CEO monitors Fire's current year budget performance through the Budget Status Report process and also collaborates with Fire to forecast revenues and expenditures in outlying years. The latest forecast projects a \$34.4 million overall budget deficit in FY 2023-24, which will be offset by one-time reserve funding. A larger budget deficit is projected in FY 2024-25 and will require the use of the remaining reserve funds to balance the budget.

Despite strong property tax receipts in recent years, Fire's expenditures exceed revenues for various reasons. As of the FY 2022-23 Final Adopted Budget, 80 percent of Fire's budgeted expenditures consist of salaries and employee benefits (including unavoidable overtime), that are subject to periodic cost-of-living increases. The costs of existing services, supplies, and capital assets have likewise been increasing, with the latest one-year Consumer Price Index reaching 7.6 percent. Increasing WC liabilities may approach \$220 million in FY 2022-23 and also contribute to Fire's budget deficit. Additionally, Fire's critical and unfunded infrastructure needs are estimated to be \$1.4 billion.

To address its budgetary deficit, Fire and CEO have identified several strategies to increase revenue or reduce costs, including increasing brush inspection fees, a pilot fire station seasonal staffing program, increasing existing and instituting new prevention fees, renegotiating 11 of the 13 fee-for-service city contracts, increasing lifeguard services cost recovery, billing for specialized resources, modifying Labor Code 4850 benefits, developing a ballot and/or bond measure, and addressing WC costs, as well as continued collaboration during the annual budget process (see Attachment III).

Should you have any questions concerning this matter, please contact me or Rene Phillips at (213) 974-1478 or [rphillips@ceo.lacounty.gov](mailto:rphillips@ceo.lacounty.gov).

FAD:JMN:MM:SW  
RP:BH:cc

### Attachments

c: Executive Office, Board of Supervisors  
County Counsel  
Fire  
Human Resources  
Local 1014

**Introduction**

On November 1, 2022, the Board requested an assessment of the inherent challenges the Workers' Compensation (WC) system presents to the Fire Department (Fire). These challenges include increased WC expenditures and operational issues caused by the number of employees who are off work due to industrially related injuries.

The Board motion stated the assessment should include identifying potential issues with the State of California (State) system, a review of the current WC Third-Party Administrator (Sedgwick Claims Management Services Inc. (Sedgwick)), an overview of best practices from other jurisdictions, and recommendations to improve and strengthen the system to help employees return to work in a safe and timely manner.

This Attachment I provides an analysis into cost drivers impacting Fire's WC expenditures; State Law that influence such expenditures and liabilities; a comparison of safety department and non-safety department WC expenditures; current programs established to provide unencumbered, evidence-based medical care to industrially injured Fire personnel; a review of the services Sedgwick provides to Fire, an evaluation of best practices from other jurisdictions, and recommendations intended to improve service levels.

**Assessment of Fire's Workers' Compensation Expense Drivers**

Fire encounters several challenges related to reducing or mitigating WC costs. The nature of the position is arduous, dangerous, and physically and emotionally taxing. As firefighters age, recovery times are extended and often result in the firefighter being unable to perform all duties required of the position. The Chief Executive Office's (CEO) analysis identified the following WC cost drivers:

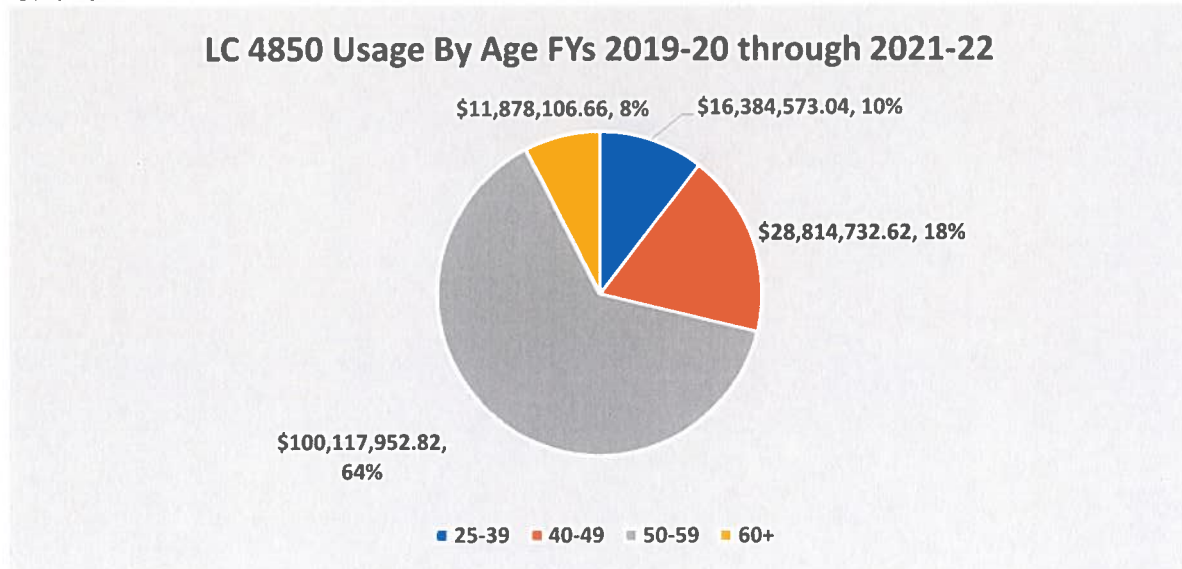
- Arduous nature of the job
- State law that increases Fire's WC liabilities
- Aging workforce
- High utilization and maximization of entitled benefits

**Labor Code 4850 Analysis**

Under California Labor Code 4850 (LC 4850), certain public safety employees are entitled to tax-free, full salary benefits while off work due to an industrial injury. LC 4850 benefits are paid up to an aggregate of one year while the eligible employee is either temporarily or permanently disabled from their position. Additionally, under Government Code section 31724, the employee is entitled to the full year of LC 4850 benefit prior to being retired. Chart 1 below reflects that 72 percent of LC 4850 payments were made to employees who were 50 years of age or older. The percentage increases to approximately 83 percent for firefighters who are 45 years of age or older.



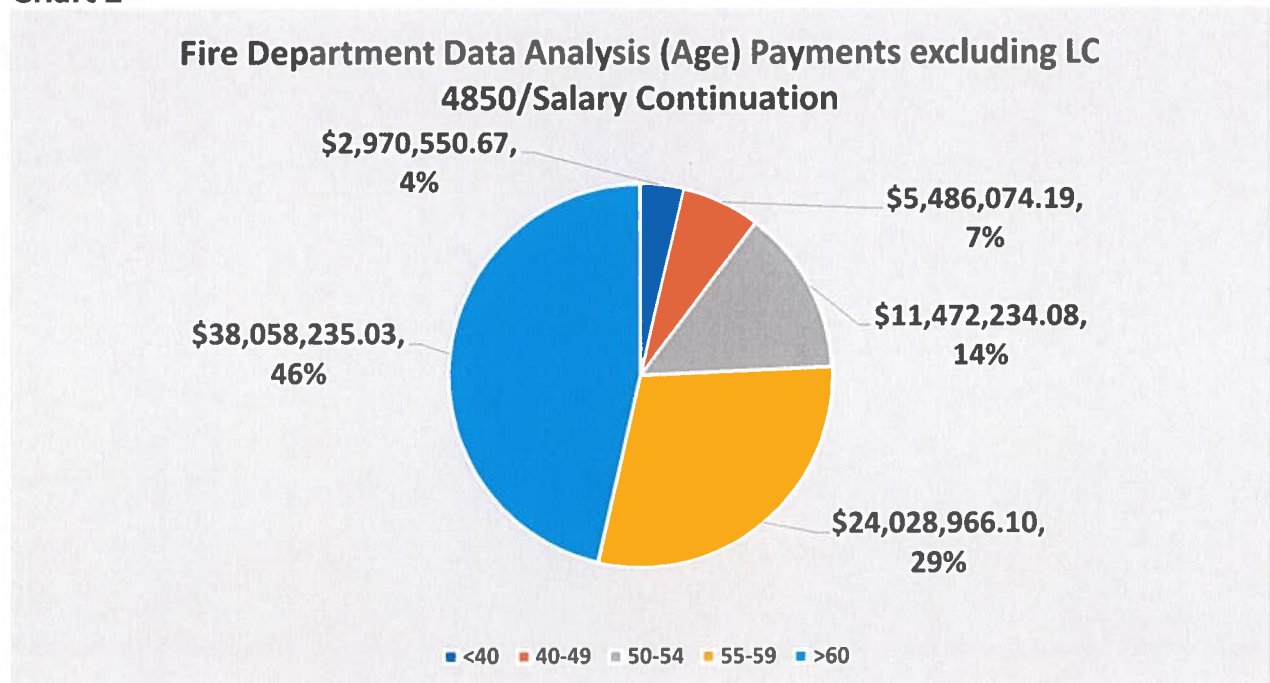
**Chart 1**



**Fire Workers' Compensation Payouts (Excluding LC 4850) Data Analysis (Age)**

An analysis of Fiscal Year (FY) 2021-22 Fire WC payouts demonstrates the long-tail nature of WC claims and how age impacts Fire's WC expenses. Approximately 89 percent of expenses (excluding LC 4850 and Unallocated Loss Adjustment Expenses) were paid on claims where the injured worker was 50 years of age or older as demonstrated in Chart 2.

**Chart 2**



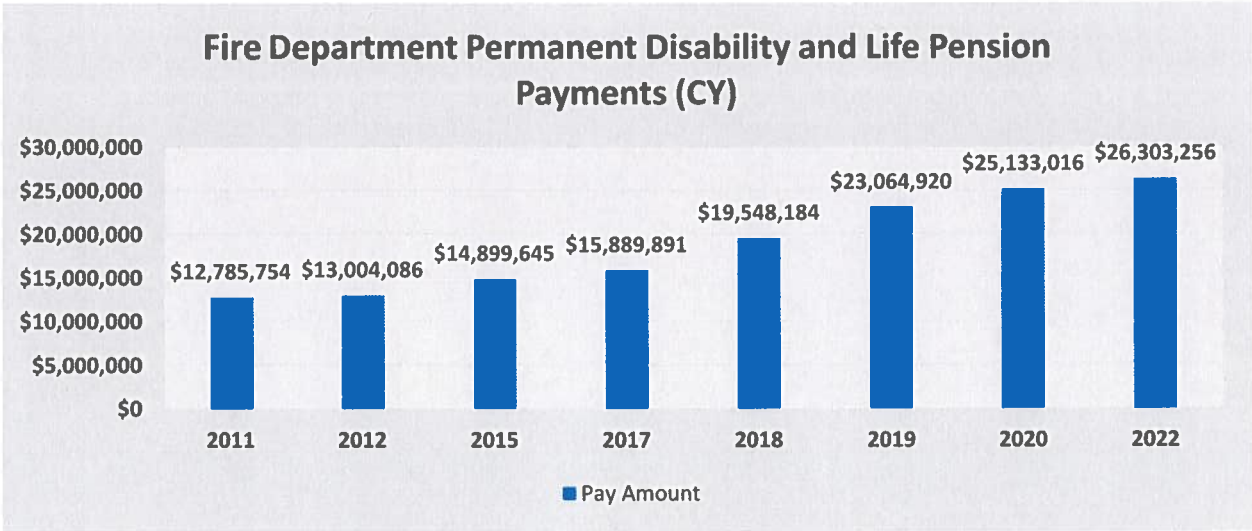
**Statutory Increases in Permanent Disability and Life Pension Benefits**

Senate Bill 863 went into effect on January 1, 2013. The intent of the legislation was to increase permanent disability benefits for injured workers (such benefits were adversely impacted by sweeping reforms enacted in 2003-04). Senate Bill 863 significantly increased benefit obligations for permanent disability benefits. This impacted Fire’s WC liabilities by increasing permanent disability payouts. The example below reflects a 134 percent increase in WC permanent disability and life pension entitlements for a heart presumption due to the legislative change. The cumulative impact resulted in Fire’s permanent and life pension benefit payments increasing 102 percent over the last ten years (see Chart 3).

Example:

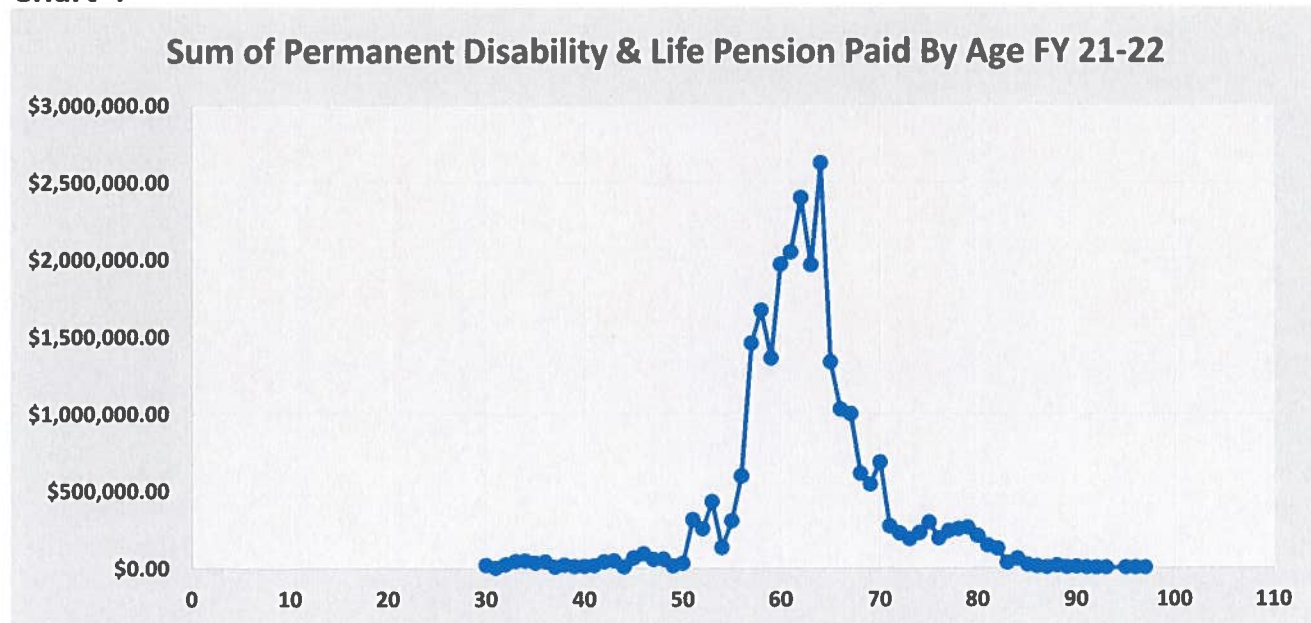
A 55-year-old fire fighter with a 2005 work related heart condition resulting in a permanent whole person impairment (used to calculate permanent disability entitlement) of 40 percent would receive a permanent disability award totaling \$87,835. A 55-year-old firefighter with a 2013 work related heart condition resulting in the same permanent whole person Impairment of 40 percent would be entitled to an award totaling \$206,307.50.

**Chart 3**



In FY 2021-22, 97 percent of permanent disability and life pension benefits were paid to injured workers older than 50 years of age (Chart 4). This represents another example of how Fire’s WC exposure is driven by an aging workforce.

**Chart 4**



**Fire WC Cashflow Analysis – End-of-Career Continuous Trauma (CT) WC Claims**

The CEO analyzed Fire’s WC payouts for FY 2016-17 through FY 2019-20. The purpose of this analysis was to verify the nature of Fire’s high exposure WC claims. Based on this analysis, we conclude that Fire’s WC expenses are driven by end-of-career continuous trauma claims, coupled with the heart/cancer presumptions.<sup>1</sup>

The data included all benefit and allocated loss adjustment payments. LC 4850 and unallocated loss adjustment expenses were not included because they are not paid from the Ventiv Claims Enterprise system. CEO selected Fire’s 100 most expensive claims from a cash-flow perspective over the selected fiscal years. There were approximately 11,700 claims with financial transactions during the four fiscal years. The 100 most expensive claims accounted for approximately 85 percent of claims and made-up 14.91 percent of total payouts (approximately \$35.48 million).

The review found 95 percent of the 100 most expensive WC claims were end-of-career claims. They included multiple orthopedic complaints and often a mix of cancer/heart/hypertension/internal disease processes. Such claims are often litigated and require extensive investigation. Fire’s WC cost drivers are the most predictable of any County department. They are driven by CT end-of-career claims and costly presumption cases.

---

<sup>1</sup> A presumptive injury is a legislative direction that requires the County to prove the injury was not caused by the job and is nearly impossible to prove.

## **Fire WC Claims Demographics**

Fire's WC claim population demographic is an important factor in assessing the ability of new programs to impact overall WC exposures and expenditures. The below information indicates a steep increase in the number of WC claims reported by employees 50 years of age or older. As reflected in this attachment, Fire WC costs are attributed to older firefighters filing end-of-career WC claims. Based on the demographic shift noted below, it is unlikely new programs will be able to reduce expenditures related to statutorily defined WC benefits.

<b>Fire Department WC Claims By FY</b>	<b>Number of Claims Reported</b>	<b>Mean Age</b>	<b>Median Age</b>	<b>#&gt;49</b>	<b>% &gt;49</b>
FY 2021-2022	1996	45	47	876	43.8
FY 2020-2021	1610	46	49	798	49.6
FY 2019-2020	1557	47	49	765	49.1
<b>Total</b>	<b>5163</b>			<b>2439</b>	<b>47.2%</b>
FY 2006-2007	1286	42	43	350	27.2
FY 2005-2006	1351	43	43	392	29
FY 2004-2005	1315	43	44	358	27.2
<b>Total</b>	<b>3952</b>			<b>1100</b>	<b>27.8%</b>

## **WC Program Expenses – Public Safety Departments**

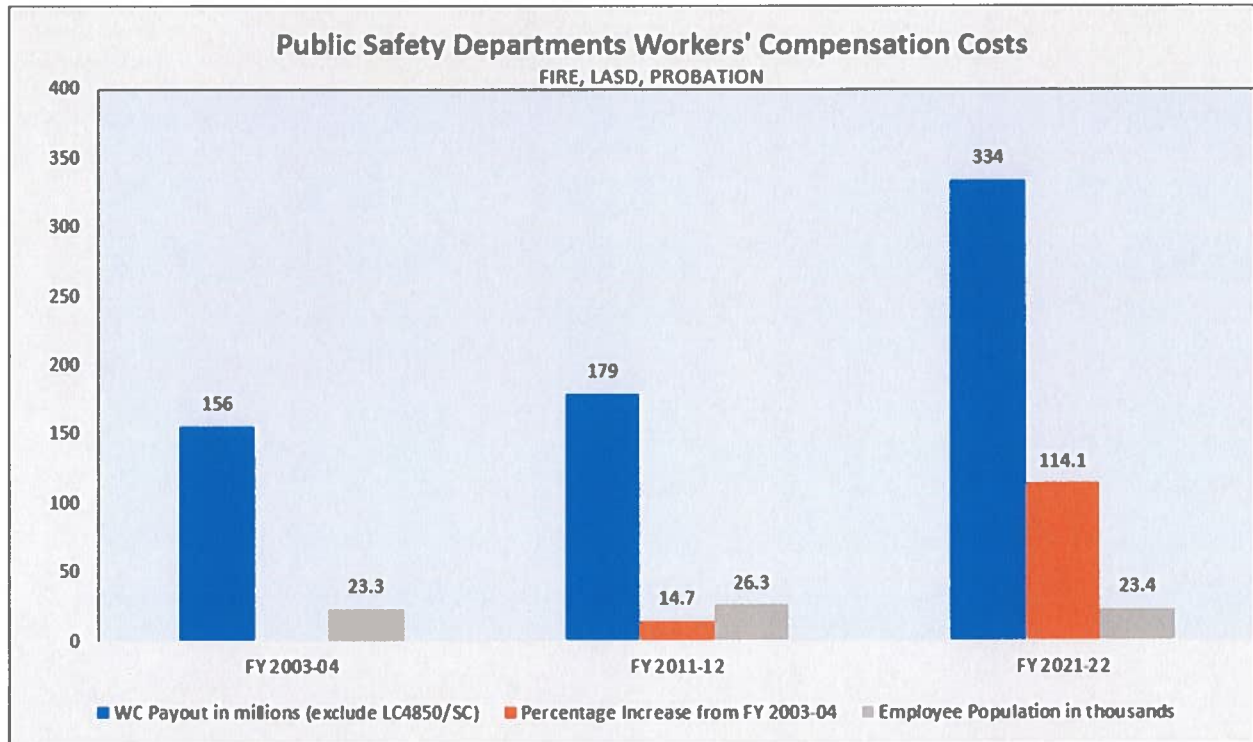
The CEO notes that the WC claims administration procedures and protocols are consistent for public safety departments and non-safety departments. They are driven by statute, benefit obligations, and caring for our injured workers. What differs is the WC exposures and resulting expenditures. These exposures are driven by the nature of public-sworn positions and the legislatures acknowledgement of such.

Charts 5 and 6 demonstrate the different WC cost escalation experienced by County public safety departments (defined as Probation, Fire, and Sheriff) and non-public safety departments. FY 2003-04 and FY 2011-12 were selected because significant WC legislation was passed that impacted expenditures and liabilities.

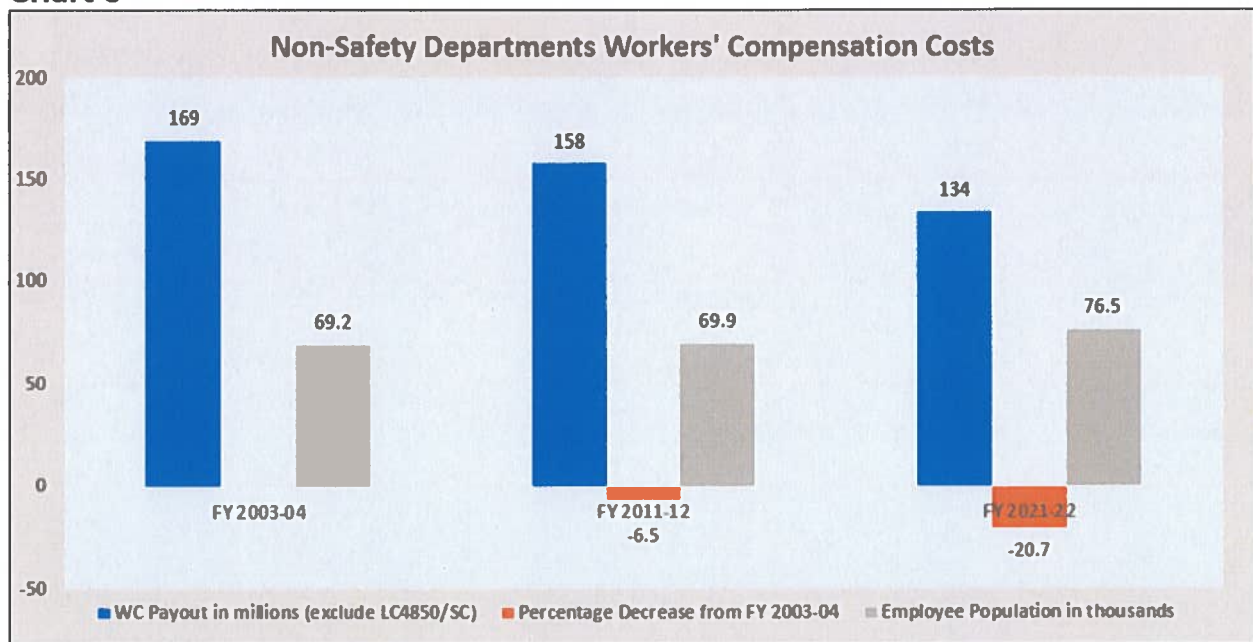
While non-public safety departments saw a 20.7 percent decrease in WC payouts over the last 18 years (comparing FY 2003-04 to FY 2021-22), public safety departments saw an increase of 114.1 percent over the same period. The decrease reflects the effectiveness of balanced cost control strategies implemented by the WC program. The increase demonstrates the difficulty of controlling public safety WC costs influenced by presumptions, tax-free full salary industrial accident time-off benefits, and the end-of-career WC claim. The latter driven, in part, by the tax benefit of receiving a service-connected disability retirement.



**Chart 5**



**Chart 6**



**Additional WC Cost Drivers**

On January 1, 2022, an unparalleled statutorily mandated 13.5 percent increase to select WC benefits went into effect. Traditionally, the increase as defined under Labor Code Sections 4453 and 4659, will have a long-term impact on benefits that include temporary disability, permanent disability, and life pension benefits.

Traditionally, the statutorily mandated increase fluctuates between 2-4 percent per year.

Effective April 1, 2021, the Department of Industrial Relations increased the reimbursement rate to medical-legal reporting physicians resulting in additional costs to the County. The change to the Medical-Legal Fee Schedule became effective on April 1, 2021. Medical-Legal payments increased 101 percent from FY 2020-21 to FY 2021-22 (from \$2.89 million to \$5.80 million).

As noted, Senate Bill 1127 will go into effect on January 1, 2023. Senate Bill 1127 was sponsored by California Professional Firefighters and supported by many firefighter unions. Though well intentioned, CEO staff believes the shortened investigation period, increased penalties, and extended entitlement to temporary disability benefits will increase friction and costs.

### **Current Fire WC Programs**

***Physician Outreach*** – Every six months, Sedgwick, Fire and CEO staff hold meetings with select medical facilities that treat firefighters that sustained orthopedic injuries. Often, these firefighters require surgical intervention to relieve the effects of their industrial injury. The facilities are as follows:

- Kerlan-Jobe
- Restore Orthopedic and Spine Center (Restore)
- California Orthopedic Specialists (COS)
- Southern California Orthopedic Institute (SCOI)

The purpose of these meetings is to remove any unwarranted encumbrance to the provision of medical treatment and address Fire's needs and commitment related to return-to-work efforts. These meetings assisted the County in developing utilization review<sup>2</sup> triggers that allow claims staff to authorize medical treatment without the need for medical peer review. These meetings are attended by Sedgwick, Fire, and CEO.

### ***Medical Treatment Prior Authorization Pilot Program (Fire Sworn)***

Implemented January 1, 2020, the goal of the Prior Authorization Program is to expedite the delivery of evidence-based quality care, restore functional capacity, and return the injured worker to employment as soon as practicable. The development of prior authorization treatment services was assisted by physicians that treat sworn County employees. The facilities participating in this program are Kerlan-Jobe, Restore, COS, and SCOI.

***Claimant Portal Pilot Program*** – On September 1, 2022, CEO (in collaboration with Fire and Ventiv staff) implemented a claimant portal that provides industrially injured Fire employees with claim information access. The goal of the portal is to

---

<sup>2</sup> Utilization review is a required process used by employers or claims administrators to review treatment to determine if it is medically necessary.

allow injured workers to identify and communicate with Sedgwick claims staff via personal communication devices.

### **Review of WC Sedgwick Services**

Currently, Sedgwick is in good standing as the contractor administering the Fire WC claims. As reported to the Board on March 25, 2022, Sedgwick's annual performance audit score was 82, and exceeded the acceptable quality level that is established at 76.5. The annual performance audit for services provided in FY 2021-22 is underway and the results are scheduled to be provided to the Board in March 2023.

Sedgwick provides several services that seek to assist Fire return industrially injured workers to positions that are safe, as soon as practical. Such services are done in partnership with Fire's Disability Management and Compliance Section, and include the following:

*Monthly Top-Down Review Meetings* – The focus of the Top-Down meeting is to address the current work status of the injured worker and explore opportunities to return the injured worker to safe employment. Fire staff are provided with the updated medical statuses to explore modified work or return to full duty. Approximately 20-40 WC claims are reviewed at each meeting. The meetings are attended by Sedgwick, Fire, County Counsel, and CEO.

*Monthly Claim Review Meetings* – Claim Review meetings evaluate high exposure or complex claims. The focus of the Claim Review is to assess the legal and medical issues driving specific claims and provide a plan of action to resolve such, as appropriate. Approximately 15-20 claims are reviewed at each meeting. The meetings are attended by Sedgwick, Fire, County Counsel, and CEO.

*Monthly Fire Department Program Meetings* – These meetings provide an open forum to address concerns the participants may have regarding program direction, communication flow, departmental needs, or current topics of interest. The meetings are attended by Fire, Sedgwick, and CEO.

*Industrial Injury Time-Off Tracking Log* – Sedgwick provides Fire with a log of injured workers receiving WC time-loss benefits. The log is provided monthly and includes the treating physician, disability status, next medical visit, and a plan of action or update.

*Physician Outreach Letters* – In the last three months, Sedgwick staff sent the following number of physician outreach letters to physicians treating injured firefighters.

	Aug	Sep	Oct	Grand Total
<b>Row Labels</b>				
Official Disability Guideline Letter	18	17	23	58
PTP <sup>3</sup> - 1st Follow-Up Letter with CCR <sup>4</sup> 9785 Requirements	1	3	6	10
PTP - 2nd Follow-Up Letter with CCR 9785 Requirements	1	2	1	4
PTP ERTW <sup>5</sup> Letter 1 with Work Status Form	276	267	343	886
PTP Intro Letter with CCR 9785 Requirements	37	43	29	109
PTP MMI <sup>6</sup> Letter	62	60	57	179
<b>Grand Total</b>	<b>395</b>	<b>392</b>	<b>459</b>	<b>1,246</b>

*Permanent and Temporary Work Restriction Letters* – Sedgwick generates approximately 150 work restriction letters monthly. These letters are sent to Fire to assess if an injured employee can return to work.

### **Best Practices Other Jurisdiction**

The CEO contacted the following agencies to address best practices related to the Fire WC program:

- California Joint Powers Insurance Authority
- City of Los Angeles
- City of San Diego
- City and County of San Francisco
- City of Santa Monica
- Orange County Fire Authority
- Public Risk Innovation, Solutions, and Management
- Sacramento Metropolitan Fire District
- Ventura County

Some best practice responses are incorporated in the following recommendations. Additional agency responses will be shared with Fire and reviewed for possible implementation.

Department of Industrial Relations Office of Self-Insurance Plans annual reporting information reflects that California Fire Districts (that report standalone) saw a 153 percent increase in WC benefit payments from FY 2007-08 to FY 2020-21. Fire's increase during the same period (excluding LC 4850 but including loss-adjustment expenses) was 142 percent. Though elements included in the calculations are not exact, they demonstrate a general trend in increasing WC costs to Fire Districts.

<sup>3</sup> Primary Treating Physician

<sup>4</sup> California Code of Regulations

<sup>5</sup> Early-Return-To-Work

<sup>6</sup> Maximum Medical Improvement



## **Recommendations**

- Fire's Disability Management and Compliance Section retire their current WC tracking system and leverage the economies and capabilities of the Ventiv Claims Enterprise system. This Fire request will allow the section to reduce duplicative data entry, access a document management tool that improves communication and disability management, and enhance tracking disability status capabilities.
- Fire develops a well-defined modified duty program that would expedite early-return efforts and explore physician led physical work-hardening as a component of the program. This will allow Fire to access the skills of partially disabled firefighters to perform duties that are safe and meaningful.
- Fire explores educating firefighters regarding the WC system and provide them with the contact information of individuals that can assist resolving hurdles. Such can be accomplished by publishing articles like those used by the Association for Los Angeles Deputy Sheriffs and the Professional Peace Officers Association. This may improve the experience of firefighters receiving WC benefits.
- Fire increases focus and influence on legislation that impacts their WC costs.
- Fire explores collaborating with other fire districts and CEO to sponsor legislation allowing a public jurisdiction to terminate LC 4850 and authorize advanced disability pension benefits when clear and convincing evidence exists that an employee's work-related disability will preclude the worker from ever returning to the performance of his or her duties. This, coupled with the ability to fill the position, will reduce LC 4850 costs and overtime.
- Fire explores providing firefighters with access to mental health services performed outside the WC system with culturally competent clinicians in a confidential and easily accessible environment. Telehealth services should be explored to facilitate treatment and access to care. This may reduce the filing of work-related post-traumatic stress disorder allegations.
- Fire develops a comprehensive firefighter readiness program based on tactical sports medicine, military medical, and human performance models to increase resilience throughout the organization, mitigate foreseeable re-injuries, and rapidly return injured personnel to full tactical duty through holistic rehabilitation.

**Recommendations on How to Enhance Pool of Candidates and Assessment of Recruit Practices**

The last Fire Fighter Trainee (FFT) examination was administered in 2019 and included the following minimum selection requirements: a California Class C driver's license; graduation from high school, its equivalent, or higher from an accredited college or university; a current and valid Candidate Physical Ability Test certificate; and a valid non-probationary Emergency Medical Technician certification that must remain valid for six months beyond the date of appointment.

Through assessment of the 2019 FFT examination, Fire has determined that the following areas need to be addressed:

- Fire needs a bigger pool of qualified candidates. Also, the prolonged length of the application process results in the degradation of a candidate's physical ability between the time of their assessment and acceptance into an academy. The last examination was not an open-continuous examination. The number of applicants was limited through the use of a three-day application filling period, thereby reducing the pool of potential candidates. Fire has resumed its FFT Logistics Team meetings with the Department of Human Resources (DHR) and outside counsel and has already begun to incorporate changes to the FFT examination to support the potential of having an open-continuous examination in the future. Open continuous examinations generally require far more extensive resources to conduct than other types of examinations, which will necessitate additional staff time, funding, available facilities, and other resources. The FFT Logistics Team will weigh these factors to make a determination of the return on investment of implementing such a change.
- There is currently no required Pre-employment/Post offer (PEPO) psychological assessment to ensure candidates meet the psychological criteria, as deemed necessary to carry out the essential functions of this taxing and safety-sensitive position. Many other Fire agencies within and outside California conduct PEPO psychological assessments of the firefighter applicant. Fire has worked with DHR – Occupational Health Programs (OHP), Psychological Services Unit to establish the required psychological criteria for the applicants and the process by which these evaluations will be conducted. Fire has also worked with Local 1014 and obtained agreement on the PEPO psychological assessment. Fire is currently working with DHR – OHP, Psychological Services Unit to incorporate the psychological assessment in the next exam's hiring process.

- Some medical examinations were temporarily delayed because one of the four contracted medical clinics was unavailable due to a pending contract amendment. DHR – OHP, Medical Services will also be releasing a Request for Qualifications in early 2023 with the expectation of expanding the contracted clinic network effective July 1, 2023.
- Fire will collaborate with Los Angeles County Employees Retirement Association to obtain service-connected disability retirement trend data. The data will be shared with DHR - OHP, Medical Services as it relates to setting medical standards.
- The vision and hearing requirements need to be in alignment with the National Fire Protection Administration standards. Fire is working with DHR and CEO to revise the hearing and vision standards in the classification specifications.
- Fire is continuing to work with the CEO, in collaboration with Local 1014, to identify and revise outdated and/or ineffective requirements within fire series classifications, while ensuring consistency across the series and eliminating unnecessary barriers in the career path.

Fire has also evaluated the overall success of the Recruit Academy. The failure rate of academy recruits over the past two years was 21.5 percent; however, the failure rate for academy recruits who were re-entered into another academy as a result of an injury from a previous academy was 45.6 percent. These recruits have been observed as struggling to keep up with their physical fitness from their first attempt through the academy to even their final attempt through the academy. There has been an observable and identifiable pattern where a recruit with deficiencies in physical fitness will get injured in the academy, medically released with salary continuation for 104 weeks, and then re-enter the academy at a later date (upon clearance from a medical professional). This may occur multiple times with one recruit. For example, we have four recruits on their third attempt currently in Recruit Academy 169 (see table below).

<b>Recruit</b>	<b>Recruit Academy</b>	<b>Academy Dates</b>	<b>Release Date</b>
A	163	06/14/21 to 09/29/21	07/13/21 Due to Injury
	168	03/29/22 to 06/30/22	04/06/22 Due to Injury
	169	10/31/22 to 03/03/23	12/07/22 Due to Performance
B	163	06/14/21 to 09/29/21	06/29/21 Due to Injury
	168	03/29/22 to 06/30/22	04/18/22 Due to Injury

<b>Recruit</b>	<b>Recruit Academy</b>	<b>Academy Dates</b>	<b>Release Date</b>
	169	10/31/22 to 03/03/23	12/02/22 Due to Performance
C	162	03/22/21 to 07/25/21	04/28/21 Due to Performance
	165	10/18/21 to 02/09/22	11/01/21 Due to Injury
	169	10/31/22 to 03/03/23	12/07/22 Due to Performance
D	162	03/22/21 to 07/25/21	04/28/21 Due to Performance
	167	01/24/22 to 05/15/22	03/09/22 Due to Performance
	169	10/31/22 to 03/03/23	Currently in Recruit Academy

To validate that a candidate's physical condition has not derogated between being provided a conditional offer of employment and the start of the Academy, Fire will work with DHR to evaluate the potential for modifying the minimum selection requirements to have a Candidate's Physical Ability Test certificate that must remain valid for six months beyond the date of appointment. Fire is also proposing to address the overall failure rate through efforts to incorporate a 20-meter multistage fitness test, which involves continuous running between two lines 20 meters apart in time to recorded beeps, known as the Beep Test in the PEPO process. The Beep Test has been used as a benchmark of success in the Fire Suppression Aid Academy, which has similar physical demands. The Beep Test is a commonly used maximal running aerobic fitness test. Incorporating the Beep Test in the PEPO process will better assess the candidate's physical ability. In consultation with DHR, Fire will evaluate the appropriateness of this test for use as a PEPO assessment and/or selection tool for the FFT classification. Additionally, in order to address the number of times a candidate may re-enter an academy, Fire began to utilize a FFT Candidate Acknowledgment as of November 2021 wherein candidates understand and acknowledge they will have one year from the start of the academy to complete and graduate from an academy.

**Summary of Revenue Generating and Cost Reduction Strategies**

Below is a summary of the revenue generating and cost reduction strategies identified by Fire and CEO, as well as the estimated fiscal impact, timing of strategy implementation, and responsible department(s).

<b>Strategy</b>	<b>Estimated Annual Fiscal Impact*</b>	<b>Revenue/Cost Savings</b>
Brush Inspection Assessments	Up to \$17M Ongoing	Revenue Increase
Fire Station Seasonal Staffing	Up to \$24.8M Ongoing	Cost Savings
Fire Prevention Fees	\$5.1M Ongoing	Revenue Increase
Fee-For-Service City Contracts	Up to \$35.4M Ongoing	Revenue Increase
Lifeguard Services Cost Recovery	Up to \$10.8M Ongoing	Revenue Increase
Billing for Specialized Resources	\$0.5M Ongoing	Revenue Increase
WC (Labor Code) 4850 Bonuses	Up to \$6M Ongoing	Cost Savings
Ballot and/or Bond Measure	To be determined	Revenue Increase
Other WC Strategies	To be determined	Cost Savings

\*Estimated fiscal impact is subject to change based on actual revenue collections or cost savings.

**Brush Inspection Assessments**

On December 7, 2021, the Board adopted a resolution authorizing Fire to impose a special assessment on any improved parcel declared by the Board to have noxious or dangerous weeds requiring removal in order to recover Fire’s brush clearance enforcement costs, including investigation, boundary determination, measurement, clerical, and other related costs, such as the cost of inspection in a tiered collection schedule beginning January 1, 2022, as indicated below:

- Beginning January 1, 2022, a special assessment fee of \$50 per parcel;
- Beginning January 1, 2023, a special assessment fee of \$100 per parcel; and
- Beginning January 1, 2024, a special assessment fee of \$151 per parcel;

The assessments are expected to generate an additional \$2.5 million of ongoing revenue in FY 2023-24, \$10 million in FY 2024-25, and \$17 million in FY 2025-26 and annually thereafter. Escalation in the estimates is a result of an incremental escalation of the number of parcels inspected based on the State’s re-evaluation of High Fire Severity Zones.

**Estimated Fiscal Impact:** Up to \$17 million of ongoing revenue once collections are fully realized in FY 2025-26.

**Status:** This strategy was approved by the Board in 2021. Revenue is expected to benefit Fire's budget beginning in FY 2023-24.

**Responsible Department:** Fire.

### **Fire Station Seasonal Staffing Pilot**

Fire is exploring the implementation of a pilot seasonal staffing model (winter, summer, and red flag) that would strategically reduce the number of on-duty fire series personnel as follows: January through June (reduced); July through December (normal); and red flag fire danger periods (augmented as needed in the fall). This pilot staffing model will not close any fire stations or reduce paramedic staffing and could save up to \$24.8 million annually in personnel and overtime costs during winter and spring because of a reduced risk of wildfires. During the 180 days between January 1 to June 30, the plan aims to:

- Strategically reduce the number of on-duty fire series personnel each day by 72 positions (907 to 835 on-duty daily) without closing fire stations or reducing paramedic services; and
- Decrease employee time at work, thereby reducing the potential for new injuries and illnesses, providing time for employees to rest and recuperate, and helping to improve employee behavioral health.

**Estimated Fiscal Impact:** Up to \$24.8 million of ongoing cost savings.

**Status:** Bargaining with Fire's labor union will be required prior to implementation.

**Responsible Department:** Fire with Board approval.

### **Fire Prevention Fees (2023 Los Angeles County Fire Code (Title 32) Ordinance)**

Fire is proposing to update 189 existing fees to reflect current costs and add 91 new fees to the 2023 Fire Code. If approved by the Board, the proposed ordinance is expected to generate an additional \$5.1 million of revenue annually.

Fire is proposing to increase 189 existing prevention fees to reflect increases in salaries and employee benefits since the last fee increase in FY 2018-19. The existing prevention fees generate approximately \$10.2 million of revenue annually and the fee increases are projected to generate an additional \$2.6 million of revenue annually.

Fire is also proposing 91 new fees that are projected to generate an additional \$2.5 million of revenue annually. The proposed new fees will cover annual inspections conducted by the Fire Prevention Division, which vary between \$98 to \$3,122 depending on the size and complexity of the occupancy, as well as new film

permit revision fees. These inspections were previously provided by Fire at no cost but are now necessary to address Fire's budgetary challenges.

This item is scheduled to appear on the January 31, 2023 Board agenda.

**Estimated Fiscal Impact:** \$5.1 million of ongoing revenue.

**Status:** Effective upon Board approval.

**Responsible Department:** Fire with Board approval.

### **Renegotiation of Fee-for-Service City Contracts**

Fire funds over \$35.4 million to service 11 of its 13 fee-for-service cities. To allow for increased cost recovery from these 11 fee-for-service cities listed below, Fire is exploring renegotiation of its agreements, which could result in more favorable cost recovery terms for services rendered.

- Commerce
- Covina
- El Monte
- Gardena
- Hawthorne
- Hermosa Beach
- Inglewood
- La Habra
- Lynwood
- Pomona
- Vernon

**Estimated Fiscal Impact:** Up to \$35.4 million of ongoing revenue.

**Status:** Renegotiations are expected to begin in 2023.

**Responsible Departments:** Fire and County Counsel.

### **Lifeguard Services Cost Recovery**

Since 1994, Fire has provided lifeguard services along 72 miles of coastline in Los Angeles County, which includes 11 service areas. Fire currently collects revenue for lifeguard services from the cities of Santa Monica, El Segundo, and Avalon. Fire does not collect revenue for lifeguard services from non-County owned beaches in the City of Los Angeles (Cabrillo, White Point, and Venice), Rancho Palos Verdes, and the Catalina Isthmus. With Board approval, Fire will institute a cost recovery plan for these areas. The anticipated revenue from those service areas is approximately \$8.2 million annually. Additionally, Fire plans to renegotiate its agreement with Hermosa Beach in 2026 to recover the cost for those lifeguard services, totaling \$2.6 million.

**Estimated Fiscal Impact:** Up to \$10.8 million of ongoing revenue.

**Status:** With Board approval, cost recovery negotiations will begin in 2023.

**Responsible Departments:** Fire, CEO, and County Counsel.

### **Billing for Specialized Resources**

Fire currently does not bill incorporated cities not in the Fire District for specialized wildland resources in the Local Responsibility Area. Fire is exploring wildland resource billing for helicopters, SuperScoopers, camp crews, bulldozers, and wildland fire fighting supervisors in the Local Responsibility Area.

**Estimated Fiscal Impact:** \$0.5 million of ongoing revenue.

**Status:** With Board Approval, Fire will update existing agreements with incorporated cities not in the Fire District

**Responsible Departments:** Fire and County Counsel.

### **WC (LC 4850) Leave Bonuses**

Currently, employees on LC 4850 leave receive base salary plus all bonuses. Fire is evaluating the bonuses paid to personnel when they are out on Workers' Compensation LC 4850 leave.

**Estimated Fiscal Impact:** Up to \$6 million of ongoing cost savings.

**Status:** Negotiation with Fire's labor union will be required prior to implementation.

**Responsible Departments:** Fire, CEO, and County Counsel.

### **Ballot and/or Bond Measure**

In March 2020, Measure FD did not receive the two-thirds majority voter support required to pass. The ballot measure would have enhanced paramedic staffing and addressed apparatus purchases, deferred facility maintenance, and critical infrastructure needs that at the time of drafting Measure FD were estimated at \$1.4 billion. Fire is exploring a potential ballot measure that could provide an ongoing source of funding.

Fire is also exploring a potential bond measure that would fund deferred maintenance and new facilities. This strategy would provide Fire with an additional one-time funding source for new facilities and maintenance and help to reduce its operating deficit. Planning for the bond measure is currently in its infancy.

**Responsible Department/Agency:** Fire.



**Estimated Fiscal Impact:** Varies based on strategy or strategies pursued.

**Status:** A ballot or bond measure could potentially be implemented in 2024.

### **WC Strategies**

Fire, through collaboration with CEO and County Counsel, is working to improve the WC process with a focus on injury and illness prevention strategies, timely claims processing, continuation of the utilization of the hybrid Fire/DHR impact team, and Third-Party Administrator improvements to include additional Third-Party Administrator personnel. Fire is engaging County Counsel in managing the most challenging litigated applicants as well as supporting legislation to protect employees and the employer. Fire will explore working more closely with the Los Angeles County Employees Retirement Association on service-connected disability analytics.

**Estimated Fiscal Impact:** To be determined.

**Status:** WC strategies are currently being developed by Fire, CEO, and County Counsel.

**Responsible Departments:** Fire, CEO, and County Counsel.

### **County Budget Process (WC Caseload)**

CEO and Fire collaborate throughout the fiscal year to address and fund various budget concerns, given numerous competing funding priorities and available funding levels. During the FY 2022-23 Supplemental Changes budget phase, Fire was allocated a Management Analyst to assist in managing the increasing number of WC claims. Additionally, on November 1, 2022, the Board approved the reclassification of an Administrative Services Manager I to a Management Analyst to further manage Fire's workers' compensation caseload. This reclassification will be incorporated in the FY 2023-24 Recommended Budget phase. CEO will continue to work with Fire to assess additional funding needs in upcoming budget phases.

**Estimated Fiscal Impact:** Addition of a Management Analyst. Reclassification of an Administrative Services Manager I to a Management Analyst.

**Status:** Budget discussions between Fire and CEO are ongoing throughout the fiscal year.

**Responsible Departments:** Fire and CEO.



ANTHONY C. MARRONE  
FIRE CHIEF  
FORESTER & FIRE WARDEN  
  
"Proud Protectors of Life,  
the Environment, and Property"

## COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401  
[www.fire.lacounty.gov](http://www.fire.lacounty.gov)



BOARD OF SUPERVISORS  
LINDSEY P. HORVATH, CHAIR  
THIRD DISTRICT

HILDA L. SOLIS FIRST DISTRICT	HOLLY J. MITCHELL SECOND DISTRICT
JANICE HAHN FOURTH DISTRICT	KATHRYN BARGER FIFTH DISTRICT

December 18, 2023

TO: FESIA DAVENPORT  
CHIEF EXECUTIVE OFFICER

FROM: ANTHONY C. MARRONE, FIRE CHIEF 

### THIRD YEAR COST OF LIVING ADJUSTMENT

In our October 19, 2023, Joint Labor Management Committee meeting, the Fire Department (Department) was asked to provide an update on meeting the third year Cost-of Living Adjustment (COLA) for Bargaining Units 601 and 602. The following is a preliminary update supporting the Department's current fiscal forecast as of November 28.

#### Preliminary Analysis – Third Year COLA – Fiscal Year (FY) 2024-25

The Department updated the November 28 Fiscal Forecast projection to include the Auditor-Controller's December property tax projections. The updated forecast reflects a \$23.1 million surplus in FY 2024-25, the third year of the COLA. The \$23.1 million surplus consists of an ongoing deficit of \$1.5 million that is offset by a one-time surplus of \$24.6 million primarily due to the anticipated \$27.5 million fund balance in FY 2023-24. Although we are projecting an ongoing deficit, the \$1.5 million deficit is less than 1 percent of projected expenditures and immaterial. However, this forecast may change due to the following factors:

- **Property Tax:** The FY 2023-24 Property Tax estimate is based on Auditor-Controller's December property tax estimate, and a 3.33 percent increase in FY 2024-25. The forecast will be updated once we receive the Auditor-Controller's (A-C) FY 2023-24 Property Tax projections in March 2024. If the A-C's projections are higher than anticipated, our FY 2024-25 Property Tax projection will increase, and the projected ongoing deficit will decrease.
- **FY 2024-25 Position Requests:** As we refine our position requests, our forecast will change depending on which positions are included in our FY 2024-25 Proposed Budget.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS	CARSON	EL MONTE	INGLEWOOD	LAWNDALE	PICO RIVERA	SIGNAL HILL
ARTESIA	CERRITOS	GARDENA	IRWINDALE	LOMITA	POMONA	SOUTH EL MONTE
AZUSA	CLAREMONT	GLENDORA	LA CANADA-FLINTRIDGE	LYNWOOD	RANCHO PALOS VERDES	SOUTH GATE
BALDWIN PARK	COMMERCE	HAWAIIAN GARDENS	LA HABRA	MALIBU	ROLLING HILLS	TEMPLE CITY
BELL	COVINA	HAWTHORNE	LA MIRADA	MAYWOOD	ROLLING HILLS ESTATES	VERNON
BELL GARDENS	CUDAHY	HERMOSA BEACH	LA PUENTE	NORWALK	ROSEMEAD	WALNUT
BELLFLOWER	DIAMOND BAR	HIDDEN HILLS	LAKEWOOD	PALMDALE	SAN DIMAS	WEST HOLLYWOOD
BRADBURY	DUARTE	HUNTINGTON PARK	LANCASTER	PALOS VERDES ESTATES	SANTA CLARITA	WESTLAKE VILLAGE
CALABASAS		INDUSTRY		PARAMOUNT		WHITTIER

- **Ongoing negotiations with Fee-for-Service cities:** This forecast reflects additional revenue generated from the renegotiated contract with the City of La Habra but does not include potential revenue from ongoing negotiations with the remaining fee-for-service cities. As negotiations are completed, the forecast will be updated to reflect additional revenue which will reduce the projected ongoing deficit.
- **FY 2023-24 Fund Balance:** The projected \$28.3 million surplus in FY 2024-25 assumes a beginning fund balance of \$32.6 million generated by savings in the current fiscal year (FY 2023-24). The projected surplus will change depending on actual savings generated in the current fiscal year.

### **Actions done to reduce structural deficit**

The Department has continued to implement various strategies to reduce the structural deficit. This includes:

- **FY 2023-24 Services & Supplies (S&S) freeze:** The Department froze \$1.7 million of its S&S budget to ensure funding for the FY 2023-24 payroll obligations. This includes funding set aside for aircraft maintenance and telecommunications, but the affected bureaus can request approval to utilize the frozen allocations beginning in January 2024 if there is a critical need.
- **Expenditure Deferrals:** The Department continues to defer non-critical purchases to keep expenditures as low as possible. Fire currently estimates to spend \$182.3 million on services & supplies in FY 2023-24, which is \$12.2 million less than the FY 2023-24 Final Adopted Budget. In addition, Fire has not purchased new vehicles from its Vehicle Accumulated Capital Outlay special fund in FY 2023-24.
- **Reducing workers' compensation liabilities and overtime by assisting injured personnel:** The Department, Local 1014 (Labor) and the County's Executive Office Risk Management Division have established a Labor Management Committee to improve communication between Labor and Management regarding enhancements to the workers' compensation process. In addition, Fire collaborated with Labor and the Third-Party Administrator on identifying paths for behavioral, cancer, heart, and orthopedic claims to ensure proper treatment and less delays off on workers compensation.
- **Reducing overtime by safely returning injured personnel to work and by filling vacancies:** The Department remains committed to workers' compensation strategies that return employees to work timely and safely. In addition, Fire has hired 382 new fire fighters and promoted 759 fire series employees since June 22, 2021, through an accelerated hiring and promotion program. The average number of recalls for

November 2023 was 62, a 44 percent reduction from the 111 average number of recalls in July 2023. In addition, the Department achieved a 20 percent reduction in fire series workers' compensation vacancies since 2022 (from 407 fire series employees on August 3, 2022, to 326 fire series employees as of December 6, 2023).

- **Negotiations with the City of La Habra:** On June 27, 2023, the Department and the City of La Habra mutually agreed to close Fire Station 193 and to transition Fire Station 194 to a three-person Paramedic Assessment Engine effective October 1, 2023. This amendment was approved by the Board on September 12, 2023, and will result in \$2.7 million of overtime savings in FY 2023-24. In addition, the City of La Habra agreed to revise the cost share arrangements for Fire Station 191 and Fire Station 194 which will generate at minimum an additional \$3.2 million of revenue annually.

### **Future Actions**

- **Negotiations with remaining fee-for-service cities:** The Department will continue to renegotiate with the remaining fee-for-service cities to remove the annual fee limitation and reduce the Department's cost share. If successful, these changes will result in additional ongoing revenue for Fire.
- **Negotiations with beach cities:** The Department plans on entering into cost recovery agreements with the cities of Los Angeles, Rancho Palos Verdes, Catalina Isthmus, and Hermosa Beach for lifeguard services. In addition, the Department will review existing agreements for Santa Monica Beach, El Segundo Beach, and Avalon Beach to ensure maximum cost recovery.
- **Seasonal staffing proposal:** The Department is proposing to pilot a staffing reduction plan that includes temporary long-term closures of various units and a seasonal staffing reduction between the months of January to June when fire risk is low. This plan will result in a net reduction of 70 personnel daily and is currently with CEO Employee Relations for impact and effect bargaining. If implemented, this plan will generate up to \$20.8 million of overtime savings each year.

If you have questions, please contact me at (323) 881-6180 or your staff may contact Theresa R. Barrera, Chief Deputy of Business Operations, at (323) 881-2478.

ACM:al

c: Rene Phillips, CEO  
Brian Hoffman, CEO