

AMENDMENT NO. 1

**MEMORANDUM OF UNDERSTANDING
FIRE CHIEF OFFICERS REPRESENTATION UNIT (MOU No. 22)**

**AMENDMENT NO. 1 to Memorandum of Understanding No. 22
made and entered into this 24th day of March 2022**

BY AND BETWEEN THE

CITY OF LOS ANGELES

AND THE

LOS ANGELES FIRE DEPARTMENT CHIEF OFFICERS ASSOCIATION

July 1, 2019 – June 29, 2024

AMENDMENT NO. 1

**MEMORANDUM OF UNDERSTANDING
FIRE CHIEF OFFICERS REPRESENTATION UNIT
(MOU No. 22)**

Effective the first full pay period following City Council adoption, the following Articles and Appendix are amended as follows, except where a specific effective date is cited:

ARTICLE 7.3 SALARY STEP PLACEMENT UPON PROMOTION

Article 7.3 is amended in its entirety as follows:

Any employee promoted to a higher class or assigned to a higher pay grade within the class to which he/she was appointed shall be advanced to the lowest rate of the salary schedule for the higher class or pay grade which provides both an increase in the base rate and overall biweekly rate, including any special or hazard pay as provided in this MOU. "Acting Pay", as provided in Appendix A, shall not be considered when determining step placement. If the employee is entitled to a step advance pursuant to Article 7.1 Section A on the same day as such promotion or assignment, the step advancement shall be considered to have occurred prior to such promotion or assignment.

ARTICLE 7.4 SALARY STEP PLACEMENT UPON PROMOTION TO ASSISTANT CHIEF

Article 7.3 is amended in its entirety as follows:

Notwithstanding the above or any LAAC provision, employees who promote from Battalion Chief to Assistant Chief and are on Step 6 of Schedules 12 or 13 at the time of the promotion shall be advanced to Step 4 of Schedule 15. If the step placement under this Article results in a reduction in either the base rate or overall biweekly rate, the salary step placement shall instead be determined under Article 7.3.

APPENDIX A – SALARY NOTES

Appendix A – Salary Note No. 6 is amended in its entirety as follows:

6. Whenever a Chief Officer is regularly assigned to act in a position of a higher level Chief Officer, the assigned acting Chief Officer will retain any premium rate or bonus being received immediately prior to such assignment. The retention of such premium level pay by the

employee, however, shall not limit the department from filling the employee's prior position and paying any premium rate to the subsequent employee assigned to fill said position.

Whenever a Chief Officer is detailed to a Deputy Chief position in excess of ninety (90) days, that employee shall receive salary at the Deputy Chief level upon approval by the City Administrative Officer. Effective July 1, 2016, this provision shall apply to any Chief Officer who is detailed to a higher level position. The salary received in the higher level position shall be on the same step being received by the employee in their regularly-assigned civil service classification

Effective July 3, 2022, whenever a Battalion Chief is detailed to an Assistant Chief position, or an Assistant Chief is detailed to a Deputy Chief position, in excess of ninety (90) days, that employee shall receive salary at 5.5% above the appropriate step rate of the salary range prescribed for his/her class, beginning at the start of the pay period immediately following the completion of ninety (90) days. Whenever a Battalion Chief is detailed to a Deputy Chief position in excess of ninety (90) days, that employee shall receive salary at 11.0% above the appropriate step rate of the salary range prescribed for his/her class, beginning at the start of the pay period immediately following the completion of ninety (90) days. However, the maximum pay rate for such duty shall be limited to the top step of the salary range that has been established as compensation for the higher level position to which the employee has been detailed.

All other provisions of Appendix A – Salary Notes remain unchanged.

Except for the amendment herein, all other Appendices, Articles and/or provisions of the 2019-2024 MOU No. 22 shall remain in full force and effect during the term of the MOU until renegotiated by both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this Amendment No. 1 to MOU 22, the day, month and year written below.


FOR THE UNION:



John Drake, President
Los Angeles Fire Department
Chief Officers Association

3-22-22
Date

FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

3/24/2022
Date

Approved as to Form and Legality:



Office of the City Attorney

March 22, 2022
Date