

AMENDMENT NO. 2

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

**AMENDMENT NO. 2 to Memorandum of Understanding No. 22
made and entered into this 9th day of June 2022**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND

THE LOS ANGELES FIRE DEPARTMENT CHIEF OFFICERS ASSOCIATION

July 1, 2019 – June 29, 2024

**MOU AMENDMENT NO. 2
FIRE CHIEF OFFICERS REPRESENTATION UNIT (MOU NO. 22)**

The Los Angeles Fire Department Chief Officers Association and the City of Los Angeles have reached agreement on the following MOU amendments.

Sections A and B of **Article 4.1 - Health Insurance** are amended, as follows:

ARTICLE 4.1 HEALTH INSURANCE

- A. Effective July 1, 2018, the City provided a monthly health subsidy not to exceed \$1,460.00 per month toward the cost of any UFLAC, Los Angeles Fireman's Relief Association (LAFRA) or City-sponsored insurance plan approved by the City and the Association. Effective July 1, 2018, the City provided a monthly subsidy not to exceed \$985.00 for employee-only coverage. The monthly subsidy amounts in subsequent years shall be in accordance with the table, below:

Effective Date	Employee + Spouse-Family	Employee Only
July 1, 2019	\$1,508.18	\$1,017.51
July 1, 2020	\$1,557.95	\$1,051.09
July 1, 2021	\$1,609.36	\$1,085.78
<u>July 1, 2022</u>	<u>\$1,689.83</u>	<u>\$1,140.07</u>
<u>July 1, 2023</u>	<u>\$1,774.32</u>	<u>\$1,197.07</u>

- B. **As a result of negotiations under the Budget and Finances Letter of Agreement attached to this MOU, the dates of July 1, 2022, and July 1, 2023, and associated rates were negotiated and incorporated into the table in subsection A. above.**

Section A of **Article 7.2 - Salaries** is amended, as follows:

ARTICLE 7.2 SALARIES

- A. The operative dates of the salaries shown in the Appendices are as follows:

<u>Appendix</u>	<u>Operative Date</u>
Appendix B	July 1, 2019
Appendix C	July 7, 2019
Appendix D	January 5, 2020
Appendix E	July 5, 2020
Appendix F	January 1, 2023
<u>Appendix G</u>	<u>January 14, 2024</u>

A new subsection C shall be **added** to **Article 8.1 (Wellness)**, as follows:

C. If the City does not take action toward administering the monthly health subsidy increases in 2022 and 2023 listed in Article 4.1 (Health Insurance), the Wellness bonus percentages shall be doubled, as shown below:

- 1. The benefit associated with Article 8.1 B.1 shall be increased from 0.5% to 1.0%.**
- 2. The benefit associated with Article 8.1 B.2 shall be increased from 1.0% to 2.0%.**
- 3. The benefit associated with Article 8.1 B.3 shall be increased from 1.5% to 3.0%.**

If the City does not take action toward increasing the monthly health subsidies scheduled for July 1, 2022, then, effective July 3, 2022, the increases to the Wellness bonus described in 1-3, above, shall be administered. If the City does not take action toward increasing the monthly health subsidies scheduled for July 1, 2023, then, effective July 2, 2023, the increases to the Wellness bonus described in 1-3, above, shall be administered.

Appendix G (Family and Medical Leave) shall be amended as Appendix H.

Except for the Appendices and Articles specifically amended, or added, 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.

**APPENDIX G
FIRE CHIEF OFFICERS - MOU 22
OPERATIVE January 14, 2024**

			3	4	5	6	7
12	Battalion Chief (Platoon Duty) 2152	Regular Pay	BW	\$ 6,853.60	\$ 7,239.20	\$ 7,640.00	\$ 8,069.60
			MO	\$ 14,906.58	\$ 15,745.26	\$ 16,617.00	\$ 17,551.38
			YR	\$ 178,879	\$ 188,943	\$ 199,404	\$ 210,617
		1% ED	BW	\$ 68.54	\$ 72.39	\$ 76.40	\$ 80.70
			MO	\$ 149.07	\$ 157.45	\$ 166.17	\$ 175.52
			YR	\$ 1,789	\$ 1,889	\$ 1,994	\$ 2,106
		2% ED	BW	\$ 137.07	\$ 144.78	\$ 152.80	\$ 161.39
			MO	\$ 298.13	\$ 314.90	\$ 332.34	\$ 351.02
			YR	\$ 3,578	\$ 3,779	\$ 3,988	\$ 4,212
		3% ED	BW	\$ 205.61	\$ 217.18	\$ 229.20	\$ 242.09
			MO	\$ 447.20	\$ 472.37	\$ 498.51	\$ 526.55
			YR	\$ 5,366	\$ 5,668	\$ 5,982	\$ 6,319
13	Battalion Chief (Special Duty) 2152	Regular Pay	BW	\$ 7,376.00	\$ 7,788.00	\$ 8,224.00	\$ 8,678.40
			MO	\$ 16,042.80	\$ 16,938.90	\$ 17,887.20	\$ 18,875.52
			YR	\$ 192,514	\$ 203,267	\$ 214,646	\$ 226,506
		1% ED	BW	\$ 73.76	\$ 77.88	\$ 82.24	\$ 86.78
			MO	\$ 160.43	\$ 169.39	\$ 178.87	\$ 188.75
			YR	\$ 1,925	\$ 2,033	\$ 2,146	\$ 2,265
		2% ED	BW	\$ 147.52	\$ 155.76	\$ 164.48	\$ 173.57
			MO	\$ 320.86	\$ 338.78	\$ 357.74	\$ 377.51
			YR	\$ 3,850	\$ 4,065	\$ 4,293	\$ 4,530
		3% ED	BW	\$ 221.28	\$ 233.64	\$ 246.72	\$ 260.35
			MO	\$ 481.28	\$ 508.17	\$ 536.62	\$ 566.26
			YR	\$ 5,775	\$ 6,098	\$ 6,439	\$ 6,795
2.75% 3 YRS SD	BW	\$ 202.84	\$ 214.17	\$ 226.16	\$ 238.66		
	MO	\$ 441.18	\$ 465.82	\$ 491.90	\$ 519.09		
	YR	\$ 5,294	\$ 5,590	\$ 5,903	\$ 6,229		
15	Assistant Chief (Platoon Duty) 2166	Regular Pay	BW	\$ 8,225.60	\$ 8,684.00	\$ 9,169.60	\$ 9,680.80
			MO	\$ 17,890.68	\$ 18,887.70	\$ 19,943.88	\$ 21,055.74
			YR	\$ 214,688	\$ 226,652	\$ 239,327	\$ 252,669
		1% ED	BW	\$ 82.26	\$ 86.84	\$ 91.70	\$ 96.81
			MO	\$ 178.92	\$ 188.88	\$ 199.45	\$ 210.56
			YR	\$ 2,147	\$ 2,267	\$ 2,393	\$ 2,527
		2% ED	BW	\$ 164.51	\$ 173.68	\$ 183.39	\$ 193.62
			MO	\$ 357.81	\$ 377.75	\$ 398.87	\$ 421.12
			YR	\$ 4,294	\$ 4,533	\$ 4,786	\$ 5,053
		3% ED	BW	\$ 246.77	\$ 260.52	\$ 275.09	\$ 290.42
			MO	\$ 536.72	\$ 566.63	\$ 598.32	\$ 631.66
			YR	\$ 6,441	\$ 6,800	\$ 7,180	\$ 7,580
16	Assistant Chief (Special Duty) 2166	Regular Pay	BW	\$ 8,852.00	\$ 9,344.00	\$ 9,866.40	\$ 10,417.60
			MO	\$ 19,253.10	\$ 20,323.20	\$ 21,459.42	\$ 22,658.28
			YR	\$ 231,037	\$ 243,878	\$ 257,513	\$ 271,899
		1% ED	BW	\$ 88.52	\$ 93.44	\$ 98.66	\$ 104.18
			MO	\$ 192.53	\$ 203.23	\$ 214.59	\$ 226.59
YR	\$ 2,310	\$ 2,439	\$ 2,575	\$ 2,719			

**APPENDIX G
FIRE CHIEF OFFICERS - MOU 22
OPERATIVE January 14, 2024**

				3	4	5	6	7
16 Assistant Chief (Special Duty) 2166	2% ED	BW	\$ 177.04	\$ 186.88	\$ 197.33	\$ 208.35		
		MO	\$ 385.06	\$ 406.46	\$ 429.19	\$ 453.16		
		YR	\$ 4,621	\$ 4,878	\$ 5,150	\$ 5,438		
	3% ED	BW	\$ 265.56	\$ 280.32	\$ 295.99	\$ 312.53		
		MO	\$ 577.59	\$ 609.70	\$ 643.78	\$ 679.75		
		YR	\$ 6,931	\$ 7,316	\$ 7,725	\$ 8,157		
	2.75% 3 YRS SD	BW	\$ 243.43	\$ 256.96	\$ 271.33	\$ 286.48		
		MO	\$ 529.46	\$ 558.89	\$ 590.14	\$ 623.09		
		YR	\$ 6,354	\$ 6,707	\$ 7,082	\$ 7,477		
18 Deputy Chief 2176	Regular Pay	BW	\$ 10,220.80	\$ 10,792.00	\$ 11,392.00	\$ 12,028.00	\$ 12,699.20	
		MO	\$ 22,230.24	\$ 23,472.60	\$ 24,777.60	\$ 26,160.90	\$ 27,620.76	
		YR	\$ 266,763	\$ 281,671	\$ 297,331	\$ 313,931	\$ 331,449	
	1% ED	BW	\$ 102.21	\$ 107.92	\$ 113.92	\$ 120.28	\$ 126.99	
		MO	\$ 222.31	\$ 234.73	\$ 247.78	\$ 261.61	\$ 276.20	
		YR	\$ 2,668	\$ 2,817	\$ 2,973	\$ 3,139	\$ 3,314	
	2% ED	BW	\$ 204.42	\$ 215.84	\$ 227.84	\$ 240.56	\$ 253.98	
		MO	\$ 444.61	\$ 469.45	\$ 495.55	\$ 523.22	\$ 552.41	
		YR	\$ 5,335	\$ 5,633	\$ 5,947	\$ 6,279	\$ 6,629	
	3% ED	BW	\$ 306.62	\$ 323.76	\$ 341.76	\$ 360.84	\$ 380.98	
		MO	\$ 666.90	\$ 704.18	\$ 743.33	\$ 784.83	\$ 828.63	
		YR	\$ 8,003	\$ 8,450	\$ 8,920	\$ 9,418	\$ 9,944	
	19 Deputy Chief (Geographic Bureau) 2176	Regular Pay	BW	\$ 10,220.80	\$ 10,792.00	\$ 11,392.00	\$ 12,028.00	\$ 12,699.20
			MO	\$ 22,230.24	\$ 23,472.60	\$ 24,777.60	\$ 26,160.90	\$ 27,620.76
			YR	\$ 266,763	\$ 281,671	\$ 297,331	\$ 313,931	\$ 331,449
1% ED		BW	\$ 102.21	\$ 107.92	\$ 113.92	\$ 120.28	\$ 126.99	
		MO	\$ 222.31	\$ 234.73	\$ 247.78	\$ 261.61	\$ 276.20	
		YR	\$ 2,668	\$ 2,817	\$ 2,973	\$ 3,139	\$ 3,314	
2% ED		BW	\$ 204.42	\$ 215.84	\$ 227.84	\$ 240.56	\$ 253.98	
		MO	\$ 444.61	\$ 469.45	\$ 495.55	\$ 523.22	\$ 552.41	
		YR	\$ 5,335	\$ 5,633	\$ 5,947	\$ 6,279	\$ 6,629	
3% ED		BW	\$ 306.62	\$ 323.76	\$ 341.76	\$ 360.84	\$ 380.98	
		MO	\$ 666.90	\$ 704.18	\$ 743.33	\$ 784.83	\$ 828.63	
		YR	\$ 8,003	\$ 8,450	\$ 8,920	\$ 9,418	\$ 9,944	
21 Deputy Chief (Emergency Operaitons) (Aministrative Operaitons) 2176		Regular Pay	BW	\$ 11,392.00	\$ 12,028.00	\$ 12,699.20	\$ 13,407.20	\$ 14,152.80
			MO	\$ 24,777.60	\$ 26,160.90	\$ 27,620.76	\$ 29,160.66	\$ 30,782.34
			YR	\$ 297,331	\$ 313,931	\$ 331,449	\$ 349,928	\$ 369,388
	1% ED	BW	\$ 113.92	\$ 120.28	\$ 126.99	\$ 134.07	\$ 141.53	
		MO	\$ 247.78	\$ 261.61	\$ 276.20	\$ 291.60	\$ 307.83	
		YR	\$ 2,973	\$ 3,139	\$ 3,314	\$ 3,499	\$ 3,694	
	2% ED	BW	\$ 227.84	\$ 240.56	\$ 253.98	\$ 268.14	\$ 283.06	
		MO	\$ 495.55	\$ 523.22	\$ 552.41	\$ 583.20	\$ 615.66	
		YR	\$ 5,947	\$ 6,279	\$ 6,629	\$ 6,998	\$ 7,388	
	3% ED	BW	\$ 341.76	\$ 360.84	\$ 380.98	\$ 402.22	\$ 424.58	
		MO	\$ 743.33	\$ 784.83	\$ 828.63	\$ 874.83	\$ 923.46	
		YR	\$ 8,920	\$ 9,418	\$ 9,944	\$ 10,498	\$ 11,082	

LETTER OF AGREEMENT
2019-2024 MEMORANDUM OF UNDERSTANDING NO. 22

SALARY REOPENER

The parties engaged in the meet and confer process pursuant to the Budget and Finances Letter of Agreement (LOA) in the amended 2019-2024 Memoranda of Understanding (MOU). This LOA is the product and represents the conclusion of that meet and confer process in which the parties reached agreement, the terms of which are as follows:

A cash payment for each bargaining unit member in an amount equal to the percentage (6.75%) of salary that was deferred from July 4, 2021, through January 1, 2023.

1. The total amount paid to an employee shall be:
 - a. Paid in two installments. The first installment shall be half of the total amount, made payable through the regular payroll process between May 26, 2022, and July 29, 2022, the latter date of which may be extended to allow for the City to notify the Los Angeles Fire Department Chief Officers Association 30 days in advance of the installment date. The second installment shall be an amount equal to the first installment, made payable through the regular payroll process on November 16, 2022.
 - b. Calculated on a bargaining unit member's regular rate of pay (i.e., the base hourly rate and all regularly assigned bonus pay) that is in effect when the first payment is made.
2. Each installment shall be paid to all bargaining unit members who are on active payroll status as of May 26, 2022.


FOR THE UNION:

 (FOR)

John Drake, President
Los Angeles Fire Department Chief
Officers Association

6/8/22
Date

FOR THE CITY:

 FOR

Matthew W. Szabo
City Administrative Officer

6/9/2022
Date

**MOU AMENDMENT NO. 2
FIRE CHIEF OFFICERS BARGAINING UNIT (MOU 22)**

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


FOR THE UNION:



John Drake, President
Los Angeles Fire Department Chief
Officers Association

6/8/22
Date

FOR THE CITY:

 FOR

Matthew W. Szabo
City Administrative Officer

6/9/2022
Date

Approved as to Form and Legality:




For the City Attorney

June 3, 2022
Date

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

Date: June 9, 2022

To: The City Council

From:  FOR
Matthew W. Szabo, City Administrative Officer

Subject: **2019-2024 MEMORANDUM OF UNDERSTANDING (MOU) FOR THE FIRE CHIEF OFFICERS BARGAINING UNIT (MOU 22) — TENTATIVE AGREEMENT AND MOU AMENDMENT NO. 2**

RECOMMENDATION

The City Administrative Officer (CAO) recommends the following actions by the City Council:

1. Approve the attached Tentative Agreement with the Los Angeles Fire Department Chief Officers Association (LAFD COA) representing the Fire Chief Officers bargaining unit regarding a reopener of the Memorandum of Understanding (MOU) to discuss salaries and benefits;
2. Approve the attached Amendment No. 2 to MOU 22 that would codify the provisions of the attached Tentative Agreement; and,
3. Authorize the Controller and the CAO to correct any clerical errors in the MOU, or make necessary technical corrections subsequent to City Council approval.

SUMMARY

In February 2021, the City Council approved an agreement with LAFD COA to modify the terms and conditions contained in the 2019-2022 MOU, including but not limited to extending the term of the MOU (through June 2024) and deferring a scheduled base wage increase. This resulted in the agreement between LAFD COA and the City to reopen the MOU to engage in discussions about wages and benefits.

At the direction of the Executive Employee Relations Committee (EERC), this Office met with LAFD COA from January through May 2022. In accordance with EERC instructions, a Tentative Agreement has been reached with LAFD COA for the Fire Chief Officers bargaining unit.

As part of the February 2021 MOU amendment, LAFD COA agreed to defer one base wage increase (four and one-half percent from July 2021 to January 2023). The proposed

Tentative Agreement provides (1) an increase of five percent (5%) in the monthly health subsidy for the health care plan years 2022-23 and 2023-24; (2) a cash restoration of six and three-quarters percent (6.75%) for the deferred raise; and, (3) a base wage increase of three percent (3%), effective January 14, 2024.

FISCAL IMPACT

The General Fund impact of the Salary Reopener Tentative Agreement will be a total of approximately \$1.5MM in Fiscal Year 2022-23 and \$1MM in Fiscal Year 2023-24.

MWS:MCB:PAG:SAO:0722149

Attachments