

**MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE USE OF UNION HIRING HALL
FOR TEMPORARY USE OF CRAFT WORKERS
(MOU #35)**

BY AND BETWEEN THE

CITY OF LOS ANGELES

AND THE

**LOS ANGELES / ORANGE COUNTIES BUILDING
AND CONSTRUCTION TRADES COUNCIL AFL-CIO**

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
Article 1	Hiring	1
Article 2	Work Requirements	2
Article 3	Salary & Benefits	2
Article 4	Bonuses	3
Article 5	Overtime Pay	4
Article 6	Paid Sick Leave	4
Appendix A		

On the 11th day of April, 2024 the parties hereto extended and amended this agreement regarding the City's use of Union hiring halls to employ Craft workers on a temporary basis.

The parties agree therefore as follows:

ARTICLE 1 HIRING

- A. Each employing City department shall make all requests for hiring temporary Building Trades journey level craft workers directly to each signatory Union (hereinafter "Union") that is responsible for the craft's expertise. Employing City departments shall also be able to request apprentice level craft workers directly from each signatory Union that is responsible for the craft's expertise.
- B. Effective October 11, 2019 (City Council adoption of Amendment No. 2), the classification of Electrical Craft Helper shall be added and be available for employment under MOU 35. Each employing City department shall make all requests for hiring temporary craft workers (Electrical Craft Helpers) with the Union title of Construction Wireman 6 (CW6) directly to IBEW Local 11.
- C. The Los Angeles Building Trades Council (hereinafter "Council") shall furnish to the City Administrative Officer updated Union addresses and telephone numbers for each individual craft for referral purposes.
- D. Workers hired under this Agreement shall be considered employed at will and employing City departments shall have the right to reject or dismiss any applicant or worker.
- E. The Union shall maintain a register of applicants. Neither the Union hiring referral system, in selecting and referring, nor the City in hiring, shall discriminate against an applicant because of membership or non-membership in the Union and/or on the basis of age (40 and above), ancestry, color, disability (physical and mental, including HIV and AIDS), gender identity and/or expression, genetic information, LGBTQ identity, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military or veteran status, national or ethnic origin, race, religion or creed (includes religious dress and grooming practices), sex or gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), reproductive health decision-making , sexual orientation, political activities or political affiliation, or any other characteristic protected under applicable federal, state or local laws.
- F. If the Union's register of applicants is exhausted and the Union is unable to refer applicants for employment within forty-eight (48) hours (excluding weekends and holidays) after the request is brought to the attention of the Union in writing via

email or facsimile, then the employing department shall be permitted to secure applicants without using the referral procedure in this agreement.

- G. The Union's hiring referral system shall be administered by the Union and the costs of operating this system shall be borne by the Union.
- H. The City shall have the right to request a Union worker by name unless the Union's referral procedure specifically prohibits this method of selection.

ARTICLE 2 WORK REQUIREMENTS

- A. There shall be no grievance procedure. Workers employed under this agreement shall follow all working rules and safety requirements of the City on all jobs unless such rules or requirements are specifically excluded by this agreement.
- B. All workers shall have no less than the minimum requirements set forth in the City of Los Angeles job bulletin for each job classification.
- C. There shall be no minimum length of time of employment for workers hired under this Agreement. The maximum length of time of employment for workers hired under this agreement shall be no more than one year, except with prior approval from the City and Council on a case by case basis.
- D. There shall be no grievance procedure. Complaints regarding wages and/or fringe benefits payments may be filed with the Council. Such complaints will be resolved by the City Administrative Officer and the Council.
- E. Workers hired under this Agreement who are terminated by the City shall receive final total pay on the payday for the City pay period covering the period of time worked by the worker and not immediately upon termination.
- F. The City shall not place workers employed under this Agreement on an on call status and/or perform standby duties during the worker's off-duty hours.

ARTICLE 3 SALARY & BENEFITS

- A. Journey level workers hired under this agreement shall be paid according to the Union's Master Labor Agreement ("MLA") for the Los Angeles area at 95% of the journeyman basic wage plus 100% of the Vacation and applicable fringe benefits (i.e., Health and Welfare, Retirement, Training, and related benefits.) for each individual craft as submitted by the Council to the City Administrative Officer. The Council will submit all updated basic wage and applicable fringe benefit information to the City Administrative Officer who shall be responsible to notify the appropriate City department. For purposes of this paragraph, fringe benefits does not include the Labor Management Fund or Industry Fund or any other fringe benefit that is not related to Health and Welfare, Retirement, and Training.

- B. Temporary Union workers shall not receive the same fringe benefits as those provided to permanent City employees. A separate trust fringe benefit Subscription Agreement for each craft will be signed by the craft and the City. The City will modify any contribution provided for in this agreement in the next appropriate pay period following receipt of notice of changes in the applicable MLA. The City shall be responsible for the appropriate rates on the effective date in the MLA after notification including retroactive payments. All fringe benefits to workers covered by this agreement shall be distributed directly by the Trust Fund to the worker. Questions concerning applicable fringe benefits shall be determined by the City Administrative Officer in conjunction with the Council. A comprehensive list of "applicable fringe benefits" is attached to this agreement as Appendix A. Appendix A will be modified and updated on an as-needed basis by mutual determination of applicability between the City Administrative Officer and the Council.
- C. Apprentices employed by City departments shall be paid according to the Union's Master Labor Agreement (MLA) as submitted by the Council to the City for the Los Angeles area at the appropriate apprentice level or period based on 100% of the journeyman basic wage plus 100% of the Vacation and applicable fringe benefits (i.e., Health and Welfare, Retirement, Training, and related benefits.). For purposes of this paragraph, fringe benefits does not include the Labor Management Fund or Industry Fund or any other fringe benefit that is not related to Health and Welfare, Retirement, and Training.
- D. Requesting Departments shall pay apprentices at the appropriate period of apprenticeship as indicated on the dispatch slip provided by the Local Union, Apprenticeship Program or the Council in accordance with the appropriate Union's Master Labor Agreement. Should any apprentice employed under this MOU be advanced in their level of apprenticeship (by the Apprenticeship Program with jurisdiction) during the course of their employment, the Employing City Department shall move the worker to the appropriate classification that increases the pay to the appropriate level and amount as indicated in the Union's Master Labor Agreement retroactively back to the date of the notice of advancement.
- E. The following statutory benefits and/or worker withholdings: Medicare, Social Security, California State Disability Insurance, California Unemployment Insurance, and Workers' Compensation, or other agreed upon statutory benefit between the City and the Council, shall be paid or withheld on behalf of each worker employed under this Agreement.

ARTICLE 4 BONUSES

A. SHIFT DIFFERENTIAL

Whenever a craft worker is required to work a shift that consists of fifty percent (50%) or more of that shift between the hours of 5:00 p.m. and 8:00 a.m.,

the employee shall receive, for each such shift worked, a bonus of 10% more than their basic wage rate.

B. FOREMAN BONUS

The city may designate any craft worker to serve as a Foreman for that craft, and when so designated, shall receive 10% more than the basic journeyman wage rate for that craft.

ARTICLE 5 OVERTIME PAY

Craft workers in this unit shall be paid at the rate of time and one half ($1\frac{1}{2}$) the worker's basic wage rate for all hours worked in excess of forty (40) hours in any FLSA work week including all absences with pay authorized by law. All overtime shall be paid in cash.

There shall be no pyramiding of overtime wherever two or more overtime or premium rates may appear applicable to the same hour or hours worked by a worker. Any hours already paid at time and one half will not be used to calculate daily or weekly overtime.

ARTICLE 6 PAID SICK LEAVE

Unit members in this Unit are entitled to paid sick leave in accordance with the following provisions:

- A. Accrual Eligibility – Unit members qualify to accrue paid sick leave on the first day of City employment.
- B. Accrual Rate – On the first day of employment, unit members shall begin accruing paid sick leave at a rate of one (1) hour of sick leave for every twenty-nine (29) hours worked. Hours worked shall not include any overtime.
- C. Usage – Unit members may use accrued paid sick leave beginning on the ninetieth (90th) day of employment, in no less than one-half ($1/2$) hour increments and are entitled to use up to seventy-two (72) hours of accrued sick leave each calendar year.
- D. Maximum Accrual – Unit members may accrue up to a maximum of one hundred and forty-four (144) hours of sick leave each calendar year.
- E. Carry Over and Pay Out – Any unused balance of sick leave at the end of any calendar year shall be carried over and accumulated from one (1) calendar year to the next to a maximum of one hundred and forty-four (144) hours, provided, however, that any unused balance of sick leave remaining at the end of any calendar year over seventy-two (72) hours shall be compensated for by cash payment of fifty percent (50%) of the salary rate current at the date of payment. Payment shall be made as soon as practicable after the end of each calendar year.

- F. Notice – Upon the oral or written request of a unit member, the City shall provide paid sick leave for the unit member, for a family member, designated person, or for any individual related by blood or affinity whose close association with the unit member is the equivalent of a family relationship. A family member is defined in subsection “G” below. A designated person is defined in subsection “H” below. Management may require reasonable documentation of an absence from work for which paid sick leave is or will be used.
- G. Family Member Defined – For purposes of this provision, family member means any of the following:
- a. A child, which for purposes of this Article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
 - b. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 - c. A spouse.
 - d. A registered domestic partner.
 - e. A grandparent.
 - f. A grandchild.
 - g. A sibling.
- H. Designated Person Defined – For purposes of this provision, and in accordance with California Labor Code 245.5(c)(8), effective January 1, 2023, designated person means “a person identified by the employee at the time the employee requests paid sick days. An employer may limit an employee to one designated person per 12-month period for paid sick days.”
- I. Separation from City Employment – The City is not required to provide compensation to a unit member for accrued or unused sick days upon termination, resignation, retirement, or other separation from employment.
- J. Reinstatement of Benefit – If a unit member separates from the City and is rehired by the City within one (1) year from the date of separation, previously accrued and unused paid sick leave shall be reinstated and available for use on the first date of re-employment.

This Agreement shall become effective on April 11, 2024, and shall remain in full force and effect until cancelled by either the City or the Council upon the giving of ninety (90) days written notice to the other party.

IT IS SO AGREED

FOR THE COUNCIL:



Chad Boggio
Council Representative



Date

FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

April 11, 2024

Date

Approved as to Form and Legality:



Office of the City Attorney


April 1, 2024

Date

(CRAFT SIGNATURE PAGE TO FOLLOW)

CRAFT SIGNATURE PAGE

Bricklayers & Allied Craftworkers Local 4


Lupe Aldaco


Cement Masons Local 600


Ricardo Gonzalez

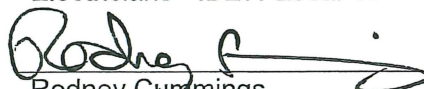
Elevator Constructors Local 18


Tony Gazzaniga

Electricians - IBEW Local 11


Robert Corona

Electricians - IBEW Local 45


Rodney Cummings

Heat & Frost Insulators Local 5


Michael Patterson

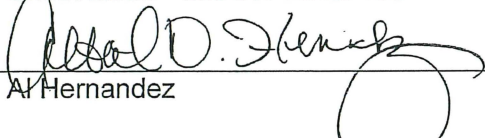
Sprinkler Fitters Local 709


Todd Golden


Painters & Allied Trades DC 36


Luis Robles

Sheet Metal - SMART Local 105


Al Hernandez

UA Plumbers Local 78


Jeremy Diaz

UA Steam, Refrigeration, AC Pipe Fitters
Local 250


Tom Morton


Ironworkers Local 416


Frankie Jimenez

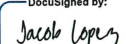
Ironworkers Local 433


Keith Harkey

Operating Engineers Local 12


David K. Sikorski

Western States Carpenters

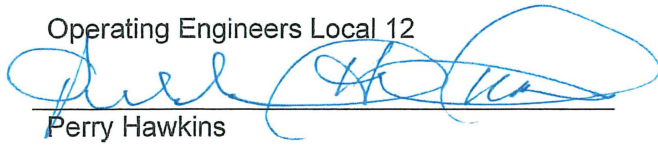
DocuSigned by:

716132940244486

Laborers- LIUNA Local 300


Sergio Rascon

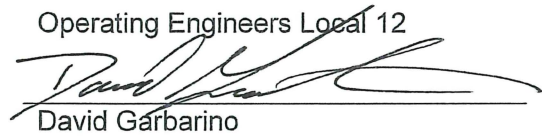
CRAFT SIGNATURE PAGE

Operating Engineers Local 12



Perry Hawkins

Operating Engineers Local 12



David Garbarino

Appendix A

Applicable Fringe Benefits:

City Job Classification Title	Fringe Benefit	Description
Carpenter (0858-0) Ship Carpenter (0877-0) Cabinet Maker (0857-0) Pile Driver Worker (0871-0) Carpenter Apprentices: 1 st Period – 40% (0858-A) 2 nd Period – 50% (0858-B) 3 rd Period – 60% (0858-C) 4 th Period – 65% (0858-D) 5 th Period – 70% (0858-E) 6 th Period – 75% (0858-F) 7 th Period – 80% (0858-G) 8 th Period – 90% (0858-H)	H&W Vac. Appre. Pension & Ann. H&W Vac. Appre. Ann. H&W Vac. Appre. Pension & Ann.	Health & Welfare Vacation Training Retirement Health & Welfare Vacation Training Annuity Health & Welfare Vacation Training Retirement
Carpet Layer (0859-0)	Vac. A&T & FTI Pen. H&W	Vacation Training Retirement Health & Welfare
Masonry Worker (0869-0)	H&W Pen. IU Pen. Appre. Dues	Health & Welfare Retirement Retirement Training Vacation & Dues
Cement Finisher II (0860-2)	H&W Vac. Adm. Dues A&T (Appre.) Pen. Def. Con. (IU Pen.)	Health & Welfare Vacation Dues Training Retirement Retirement
Plasterer (0873-0)	H&W Pen. Vac. Appre.	Health & Welfare Retirement Vacation Training

City Job Classification Title	Fringe Benefit	Description
Elevator Mechanic (0866-0) Elevator Mechanic Helper (0867-0)	H&W Pen. & 401(K) Ann. Ed. Fd. Vacation	Health & Welfare Retirement Training Vacation
Electrician (0865-0) Electrical Repairer (0864-0) Electrical Mechanic (0863-0) Wastewater Treatment Electrician (0882-0) Electrical Craft Helper (0862-0) Electrician Apprentices: 1 st Period – 40% (0865-A) 2 nd Period – 45% (0865-B) 3 rd Period – 50% (0865-C) 4 th Period – 55% (0865-D) 5 th Period – 60% (0865-E) 6 th Period – 65% (0865-F) 7 th Period – 70% (0865-G) 8 th Period – 75% (0865-H) 9 th Period – 80% (0865-I) 10 Period – 85% (0865-J)	Vac. Pen. Health NEBF Train.	Vacation Retirement Health & Welfare Retirement Training
Street Lighting Electrician (0879-0) Traffic Signal Electrician (0881-0)	Vac. Pen. (IPF) Health NEBF Train.	Vacation Retirement Health & Welfare Retirement Training
Communication Electrician II (0861-2) Apprentice: Communication Electrician I – 70% (0861-1)	Vac. Pen. Health NEBF Train.	Vacation Retirement Health & Welfare Retirement Training
Glazier (0868-0)	VAC/PAC H&W Pen. Appre. Disb. Fd.	Vacation Health & Welfare Retirement Training Health & Welfare

City Job Classification Title	Fringe Benefit	Description
Painter (0870-0) Sign Painter (0878-0)	H&W Pen. Vac. Appre. IUPAT	Health & Welfare Retirement Vacation Training Dues
Drywall Taper (0870-A)	H&W Pen. Vac. Appre. 401(k)	Health & Welfare Retirement Vacation Training Retirement
Plumber II (0874-2) Plumber Apprentices: 1 st Year (0874-Z) 2 nd Year (0874-A)	H&W Vac. Pen. A&J N. Pen. N. A&J H&W Vac. A&J N. Pen. N. A&J	Health & Welfare Vacation Retirement Training Retirement Training Health & Welfare Vacation Training Retirement Training
Roofer (0875-0)	H&W PCR NRIPP J.A. Vac. Ann.	Health & Welfare Retirement Retirement Training Vacation Retirement
Sheet Metal Worker (0876-0)	H&W L. Pen. N. Pen. ITI Ret. Fd. 401 (k) L. App. Fd. Savings Plan	Health & Welfare Retirement Retirement Training Supplemental Retirement Retirement Training Retirement

City Job Classification Title	Fringe Benefit	Description
Tile Setter II (0880-2)	H&W Pen. IU. Pen. Appre. Vac/Dues	Health & Welfare Retirement Retirement Training Vac/Dues
Air Conditioning Mechanic (0855-0)	Pen H&W Vac. 401 A Train. & N. Trang. N. Pen.	Retirement Health & Welfare Vacation 401 (a) Pension Plan Training National Pension
Pipefitter III (0872-3)	Vac. N. Pen N. Training (CED) H&W Pen. A&J	Vacation Retirement Training Health & Welfare Retirement Training
Laborer Group I - V (0899-A to E)	Vac. H&W Pen. Train. Annuity Fd.	Vacation Health & Welfare Retirement Training Retirement
Plasterer Tenders (0899-H)	H&W Pen. & Annuity Vac. A&T	Health & Welfare Retirement Vacation Training
Brick Tenders (0899-I)	Vac. H&W Pen. & Annuity Train.	Vacation Health & Welfare Retirement Training

City Job Classification Title	Fringe Benefit	Description
Iron Worker (0890-0)	Vac. Appre. Wel. Pen. An. Fd.	Vacation Training Health & Welfare Retirement Retirement
Operating Engineers (0898 A-Y) (0897 A-M) (0895 A & C) (0896 A & B)	H&W Pen. V & SD JAT/JRF Annuity	Health & Welfare Retirement Vacation/Dues Training Retirement