

AMENDMENT NO. 1

**MEMORANDUM OF UNDERSTANDING
SUPERVISORY BUILDING TRADES AND RELATED EMPLOYEES
REPRESENTATION UNIT (MOU NO. 13)**

**AMENDMENT NO. 1 to Memorandum of Understanding No. 13
made and entered into this 7th day of August, 2023.**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND

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

JANUARY 1, 2023 – DECEMBER 30, 2023

**MOU AMENDMENT NO. 1
SUPERVISORY BUILDING TRADES AND RELATED EMPLOYEES
REPRESENTATION UNIT (MOU NO. 13)**

The Los Angeles/Orange Counties Building and Construction Trades Council and the City of Los Angeles have reached agreement on the following MOU amendments.

The following Article 6.4 – Subpoenaed Witness Compensation is **amended** as follows:

ARTICLE 6.4 SUBPOENAED WITNESS COMPENSATION

- A. Subject to the exceptions and provisions of Section B 1, 2, 3, and 4 of this Article, whenever an employee is subpoenaed to appear as a witness, that employee will be granted a leave of absence with pay calculated pursuant to this Article. Such an employee will be paid the difference between the pay the employee regularly receives for a normal working day (without considering any potential overtime pay the employee may have received) and the amount the employee receives as witness fees. Any money received as compensation for mileage is not to be considered as part of the employee's witness fees.
- B. This Article does not apply to any employee:
1. Subpoenaed to appear in any proceeding as a litigant or as an expert witness;
 2. Subpoenaed to appear as a witness in any action brought about as a result of their own misconduct, or brought about through their connivance;
 3. Making an appearance for which the employee receives compensation in excess of their regular earnings; or
 4. Subpoenaed to appear or appearing during their off duty hours.
- C. The Police Department may reschedule an employee so that their subpoena does not conflict with their hours of work; arrange with the subpoenaing authority to place the employee in an "on call" status; or reschedule an employee subpoenaed to appear during off duty hours to alternate hours; and, it is mutually understood that,
- D. All Departments other than the Police Department may so reschedule with the consent of the subpoenaed employee.

Effective July 2, 2023, notwithstanding Section B 4 above, any employee who is subpoenaed by the City or otherwise required by the City to appear as a witness during the employee's off duty hours, shall receive compensation at the rate of one and one-half (1 ½) times the employee's regular rate of pay for such time that the

employee actually appears. If an employee appears, pursuant to this Section, on a paid City holiday listed under Article 7.7 “Holidays and Holiday Pay”, the employee shall receive compensation pursuant to this section in addition to the employee’s regular holiday compensation for that day. No employee shall receive compensation pursuant to this Section and Section H of Article 7.7 for the same time period. Compensation under this Section shall not be included when calculating the employees work week for overtime pay purposes. Management shall have the discretion to determine whether compensation will be paid in cash or time off.

The following subsection of Article 6.8 – Acting Pay Assignments is **amended** as follows:

ARTICLE 6.8 ACTING PAY ASSIGNMENTS

Effective July 1, 2015, time served in the following higher level assignments shall be credited as qualifying experience for promotional purposes.

A. Absence at Higher Level Position

Whenever Management assigns an employee to perform the duties of a higher level position (in a class for which the duties and responsibilities of the current class would provide qualifying experience for the higher level class*) due to the temporary absence of the higher level incumbent, such employee shall become eligible for additional compensation upon completion of a qualifying period of ten (10) consecutive working days in such assignment at their regular rate of compensation. Management shall not divide or alternate the assignment of higher level duties during the qualifying period. Such additional compensation shall begin on the 11th consecutive working day in such assignment. For employees assigned to a modified work schedule, such as 9/80 or 4/10, compensation shall begin on the next day following the completion of 80 consecutive hours of assignment.

~~Approved leave time off taken during a qualifying period shall extend the 10-day (or 80-hour) qualifying period by the length of absence. All other absences shall constitute a disqualifying break in the qualifying period requirement, necessitating the initiation and completion of a new qualifying period.~~

Effective July 2, 2023, the qualifying period of ten (10) consecutive working days shall change to ten (10) cumulative working days in a one (1) calendar year period. Compensation shall begin on the 11th cumulative working day in such assignment. For employees assigned to a modified work schedule, such as 9/80 or 4/10, compensation shall begin on the next day following the completion of 80 cumulative hours of assignment.

Each subsequent acting assignment following the employee’s return to their regular assignment shall not require completion of a new qualifying period.

All other provisions of Article 6.8 remain unchanged.

The following Salary Notes in Appendix B, are **amended** as follows:

APPENDIX B

SALARY NOTES

- A. Whenever an employee in the class of Communications Electrician Supervisor, Code 3689, when regularly assigned responsibility for the work of subordinate employees in the Systems Monitor Operator Console at the LAPD Metropolitan or Valley Communications Dispatch Centers or the LAFD Communications and Dispatch Support Section, will be compensated in the amount of forty five dollars and seventeen cents (\$45.17) per pay period. Pensionable when regularly assigned. **Effective July 2, 2023, this bonus shall increase to eighty dollars (\$80.00) per pay period.**

- E. Whenever any employee in the classes of Port Electrical Mechanic Supervisor (3759-0) or Mechanical Repair General Supervisor, Code 3731, or Construction and Maintenance Supervisor II, Code 3127-2, has a structured steel welder's certificate, said employee shall receive the equivalent of three premium levels (8.25%) above the regular salary for their class. **Effective July 2, 2023, this Salary note shall include Pile Driver Supervisor, Code 3556.**

All other Salary Notes in Appendix B remain unchanged.

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SUPERVISORY BUILDING TRADES AND RELATED EMPLOYEES
REPRESENTATION UNIT (MOU NO. 13)**

Except for the amendments specified herein, all other Articles and/or provisions of the 2023, MOU No. 13 shall remain in full force and effect during the term of the January 1, 2023 – December 30, 2023, MOU.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 to the 2023 Memorandum of Understanding No. 13, the day, month, and year first written above.

FOR THE UNION:



Chad Boggio, Representative

7/24/2023
Date

FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

August 7, 2023
Date

Approved as to Form and Legality:



Office of the City Attorney

June 30, 2023
Date