

AMENDMENT NO. 1

**MEMORANDUM OF UNDERSTANDING
BUILDING TRADES RANK AND FILE REPRESENTATION UNIT (MOU NO. 2)**

**AMENDMENT NO. 1 to Memorandum of Understanding No. 2
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
BUILDING TRADES RANK AND FILE REPRESENTATION UNIT (MOU NO. 2)

The Los Angeles/Orange Counties Building and Construction Trades Council, AFL-CIO 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 B1, 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.
- 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 section of Article 6.9 – Acting Pay Assignments is **amended**, as follows:

ARTICLE 6.9 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 6.9 remain unchanged.

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

APPENDIX B – SALARY NOTES

- A-2. Employees in the class of Locksmith, Code 3393, who have completed twelve months of service in the Department of Airports, and who are required to work on the Computerized Access Control and Alarm Monitoring Card Entry System, shall receive pensionable salary at the second premium level rate **(5.5%)** above the appropriate step of the salary range prescribed for the class. **Effective July 2, 2023, this Salary Note shall include Carpenters, Code 3344, who have completed twelve months of service in the Department of Airports.**
- B-5. Whenever an employee in the class of Port Electrical Mechanic, Code 3758, or Senior Port Electrical Mechanic, Code 3847, has a structural steel welder's certificate, said employee shall receive the equivalent of three premium levels (8.25%) above the regular salary rate for their class. (Pensionable while certificate is valid.) **Effective July 2, 2023, this Salary note shall include Pile Driver Worker I and II, Code 3553-1 and 3553-2.**
- C-3. An employee in the class of Senior Communications Electrician, Code 3638, when regularly assigned responsibility for the work of subordinate employees in the Metropolitan Communications Center or the Systems Monitor Operator Console at the LAPD Metro and Valley 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) **Effective July 2, 2023, this bonus shall increase to eighty dollars (\$80.00) per pay period.**
- D. Any Plumber, Code 3443, who is regularly assigned to test backflow devices, shall be reimbursed the cost of their County-issued backflow tester's license. (Non-pensionable) **Effective July 2, 2023, this Salary note shall include Senior Plumber, Code 3444.**
- M. Whenever an employee, other than a Pile Driver Worker I or II, Code 3553-1 or 2, is assigned to work with pressure treated creosote lumber for more than 50% of a work shift, the employee shall receive \$6.00 extra per work shift. (Pensionable when regularly assigned.) **Effective July 2, 2023, the additional compensation amount shall change to \$2.50 for every hour that the work is performed, rounded up to the next hour. (Non-pensionable). If regularly assigned, this compensation shall be \$200.00 biweekly (pensionable).**

All other Salary Notes in Appendix B remain unchanged.

**MOU AMENDMENT NO. 1
BUILDING TRADES RANK AND FILE REPRESENTATION UNIT (MOU NO. 2)**

Except for the amendments specified herein, all other Articles and/or provisions of the 2023, MOU No. 2 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. 2, the day, month, and year first written above.

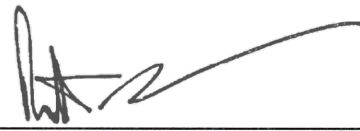
FOR THE UNION:



Chad Boggio, Representative

7/27/2023
Date


FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

August 7, 2023
Date

Approved as to Form and Legality:



Office the City Attorney

06/30/23
Date