

AMENDMENT NO. 2

**MEMORANDUM OF UNDERSTANDING
INSPECTORS UNIT (MOU 5)**

**AMENDMENT NO. 2 to Memorandum of Understanding No. 5
made and entered into this 2nd day of June 2023**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND

THE MUNICIPAL INSPECTORS ASSOCIATION, INC.

JUNE 23, 2019 – DECEMBER 31, 2023

**MOU AMENDMENT NO. 2
INSPECTORS UNIT (MOU 5)**

The Municipal Construction Inspectors Association, Inc. and the City of Los Angeles have reached agreement on the addition of Juneteenth as a paid City Holiday. The MOU is hereby amended as follows.

The following subsections of Article 6.5 – Holidays are **amended** as follows:

ARTICLE 6.5 HOLIDAYS

- A. The following days shall be treated as holidays:
1. New Year's Day (January 1)
 2. Martin Luther King Jr.'s Birthday (the third Monday in January)
 3. President's Day (the third Monday in February)
 4. Cesar E. Chavez' Birthday (the fourth Monday in March)
 5. Memorial Day (the last Monday in May)
 6. **Juneteenth (June 19)**
 7. Independence Day (July 4)
 8. Labor Day (the first Monday in September)
 9. Indigenous Peoples' Day (the second Monday in October)
 10. Veteran's Day (November 11)
 11. Thanksgiving Day (the fourth Thursday in November)
 12. The Friday after Thanksgiving Day
 13. Christmas Day (December 25)
 14. Any day or portion thereof declared to be a holiday by proclamation of the Mayor with the concurrence of the City Council by resolution.
 15. Two (2) unspecified holidays (floating holiday)
- B. When any holiday from 1 through **13** above falls on a Sunday, it shall be observed on the following Monday.
- C. When any holiday from 1 through **13** above falls on a Saturday, it shall be observed on the preceding Friday.
- E. Whenever a holiday from 1 through **13** above occurs during an employee's regularly scheduled workweek, eight (8) hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- F. Whenever a holiday listed under **14** and/or **15** above occurs during an employee's regularly scheduled workweek, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.

- H. **Holiday Premium Pay** – Any FLSA non-exempt employee who works on any holiday listed above will receive eight (8) hours (or portion thereof as specified above in A.14) of holiday pay and one and one-half (1½) the hourly rate for all hours worked on the observed holiday; provided he/she has (1) worked his/her assigned shift immediately before and his/her assigned shift immediately after the holiday, or, (2) Management has authorized the employee to take paid leave time off in-lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one (1) hour for each hour worked. Employees shall not receive both overtime and holiday premium pay for the same hours.
- I. An employee who works in excess of: eight (8) hours on any holiday listed from 1 through 13 above, or works in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor, shall be paid at the appropriate holiday premium pay rate for his/her class. Employees shall not receive both overtime and holiday premium pay for the same hours.

All other provisions of Article 6.5 remain unchanged.

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Except for the amendment specified herein, Articles and/or provisions of the 2019-2023 MOU No. 5 shall remain in full force and effect during the term of the MOU.

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:



Karin Izumi, President
MCIA

May 23, 2023
Date

FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

June 2, 2023
Date

Approved as to Form and Legality:



For the City Attorney

6/1/2023
Date