

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

Date: August 11, 2025

To: The City Council

From: Matthew W. Szabo, City Administrative Officer



Subject: **AMENDMENT NO. 3 FOR MEMORANDUM OF UNDERSTANDING NO. 35 (MOU 35) REGARDING THE USE OF UNION HIRING HALL FOR TEMPORARY USE OF CRAFT WORKERS**

RECOMMENDATIONS

The City Administrative Officer (CAO) recommends that the City Council:

1. Approve the attached Amendment No. 3 providing authority to assigned standby duties and provide for call back pay; and
2. Authorize the Controller and the CAO to correct any clerical errors in Amendment No. 3, or make necessary technical corrections subsequent to City Council approval.

SUMMARY

In a regular meeting held on May 20, 2025, the Executive Employee Relations Committee instructed the City Administrative Officer to negotiate an amendment to MOU 35, represented by the Los Angeles/Orange Counties Building and Construction Trades Council, AFL-CIO (Trades Council), to allow the assignment and pay for call back and standby duties. An agreement has been reached with the Trades Council and is being forwarded for approval and adoption.

FISCAL IMPACT

The costs associated with this amendment will be covered by departments that utilize MOU 35 as-needed hiring hall workers. The newly negotiated provision applies when MOU 35 workers are assigned standby duties or are called back to duty after their regular shift has ended and they have left the worksite.

MWS:PAG:AZ:0726039

Attachment

AMENDMENT NO. 3

**MEMORANDUM OF UNDERSTANDING
REGARDING THE USE OF UNION HIRING HALL
FOR TEMPORARY USE OF CRAFT WORKERS
(MOU 35)**

**AMENDMENT NO. 3 to Memorandum of Understanding No. 35
made and entered into this 11th day of August, 2025**

BY AND BETWEEN THE

CITY OF LOS ANGELES

AND THE

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

AMENDMENT NO. 3

MEMORANDUM OF UNDERSTANDING REGARDING THE USE OF UNION HIRING HALL FOR TEMPORARY USE OF CRAFT WORKERS (MOU 35)

1. Delete Article 2, Work Requirements, paragraph (F):
 - 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.
2. Add new Article 7, Standby and Call Back Pay, as follows:

ARTICLE 7 STANDBY AND CALL BACK PAY

- A. A craft worker assigned to standby duty shall be required to be available to report to a work location within one hour of being contacted after the termination of a regularly assigned work shift and before the start of their next regularly scheduled work shift.
- B. Management will attempt to assign standby as equitably as possible among all qualified workers in the same craft in the same organizational unit and work location. However, Management may consider special skills required to perform particular work in the making of such standby assignments.
- C. If a craft worker assigned to standby duty fails to respond when contacted by Management, no standby compensation shall be paid for that day.
- D. Craft workers in this unit who are placed on standby duty between the hours following the termination of a regularly assigned work shift and before the start of their next regularly scheduled work shift shall receive, in addition to any other compensation provided for herein, payment of seven and one-half minutes of straight-time compensation for each hour when assigned to standby. A worker shall receive compensation in hourly increments only, rounded to the next highest hour. For example, if a worker is placed on standby for one and one-half hours (90 minutes), the worker would be compensated for 15 minutes of straight-time compensation (7.5 X 2 hours).
- E. Whenever Management instructs a craft worker to return to work following the termination of a regularly assigned work shift and departure from the work location, the worker shall be paid at the rate of time and

one-half (1½) the worker's basic wage rate. Compensated time shall begin at the time the worker is called out and end upon completion of the job or start of a scheduled work shift. This compensated time includes a maximum of one (1) hour travel time to the job location. When called and required to report to work, the worker will not receive standby pay as described in paragraph (D) above, for any time the worker is receiving pay as described in this paragraph (E).

Except for the amendment herein, all other Appendices, Articles and/or provisions of the 2024 MOU No. 35 shall remain in full force and effect during the term of the MOU until renegotiated by both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this Amendment No. 3 to MOU No. 35, the day, month and year written below.

FOR THE UNION:



Chad Boggio
Business Representative

8/5/2025
Date

FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

8/11/2025
Date

Approved as to Form and Legality:



Jorge Otano
Office of the City Attorney

June 11. 2025
Date