


**CITY OF LOS ANGELES**  
INTER-DEPARTMENTAL CORRESPONDENCE

Date: March 18, 2019

To: Ron Galperin, City Controller  
Attn: Vijay Singhal, Principal Deputy Controller

From: Richard H. Llewellyn, Jr., Interim City Administrative Officer



Subject: **TECHNICAL CORRECTION TO THE MEMORANDUM OF UNDERSTANDING FOR THE USE OF UNION HIRING HALL FOR THE TEMPORARY USE OF CRAFT WORKERS (MOU 35) LETTER OF AGREEMENT REGARDING PAID SICK LEAVE**

The following technical correction is being made to the Memorandum of Understanding No. 35, Letter of Agreement regarding Paid Sick Leave (Council File No. 18-1149).

**Section 1(a)**

The following underlined language shall be added:

1. Paid Sick Leave Credit - Upon the effective date of this Agreement, any bargaining unit member (unit member) who is employed by the City of Los Angeles as a member of MOU 35 and who was also employed as a member of this Unit between July 1, 2015 and the operative date of the paid sick leave provision in MOU 35, Amendment No. 1, shall be entitled to the following:
  - (a) A credit of up to 128 hours of paid sick leave for the period July 1, 2015 to June 30, 2017;

The above correction will enable employing City departments to allocate the correct amount of sick time credit to eligible Unit employees under the Paid Sick leave Credit provision of the attached MOU 35 Letter of Agreement (attached).

Please contact Paula Dayes at (213) 978-7637 or at [paula.dayes@lacity.org](mailto:paula.dayes@lacity.org) if additional information is required.

RHL:DB:PD:0719089

Attachment

- c: Daniel Quach, Controller  
Personnel Directors (except DWP)  
Chris Hannan, Council Representative, LAOCBCTC

**LETTER OF AGREEMENT  
PAID SICK LEAVE  
FOR THE USE OF UNION HIRING HALL FOR  
TEMPORARY USE OF CRAFT WORKERS  
(MOU 35)**

The City of Los Angeles and the Los Angeles/Orange Counties Building and Construction Trades Council, have entered into the following Agreement regarding paid sick leave for the period of July 1, 2015 through the operative date of Memorandum of Understanding for the Use of Union Hiring Hall for Temporary Use of Craft Workers (MOU 35), Amendment No. 1.

1. Paid Sick Leave Credit – Upon the effective date of this Agreement, any bargaining unit member (unit member) who is employed by the City of Los Angeles as a member of MOU 35 and who was also employed as a member of this Unit between July 1, 2015 and the operative date of the paid sick leave provision in MOU 35, Amendment No. 1, shall be entitled to the following:
  - (a) A credit of 128 hours of paid sick leave for the period July 1, 2015 to June 30, 2017;
  - (b) For the period of July 1, 2017 to the operative date of MOU 35, Amendment No. 1, unit members shall accrue paid sick leave at a rate of one (1) hour for every 29 hours worked (overtime is not included); and,
  - (c) For the period of July 1, 2017 to the operative date of MOU 35, Amendment No. 1, unit members shall receive a one-time cash payment of 50% of the current salary rate at the date of payment of the existing balance of accrued sick leave over 128 hours. (The Parties agree that this 50% cash payment is considered full payment of any accrued sick leave above the 128 hours.)
2. Effective on the operative date of MOU 35, Amendment No. 1, paid sick leave for unit members in this Unit shall be implemented in accordance with Amendment No. 1.
3. The City is not required to provide compensation to a unit member for accrued paid sick days upon termination, resignation, retirement or other separation from employment.
4. If a unit member separated from City employment between July 1, 2015 and the operative date of MOU 35, Amendment No. 1 and was rehired by the City within one (1) year from the date of separation, any accrued paid sick leave shall be reinstated and administered in accordance with the aforementioned provisions of this Agreement.
5. Upon implementation of Sections 1 and 2 above, this Agreement will terminate.

Except for the Article amended herein, all other articles, provisions, and appendices of the 1989 MOU 35 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 Letter of Agreement the day, month and year written below.

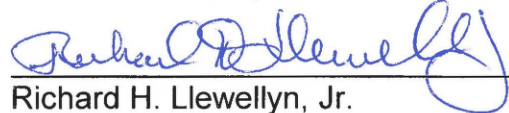
FOR THE UNION:



Chris Hannan  
Business Representative

11-21-2018  
Date

FOR MANAGEMENT:



Richard H. Llewellyn, Jr.  
City Administrative Officer

11/27/18  
Date