

**MEMORANDUM OF UNDERSTANDING NO. 35  
FOR JOINT SUBMISSION TO THE CITY COUNCIL  
REGARDING THE USE OF UNION HIRING HALLS  
FOR TEMPORARY USE OF CRAFT WORKERS**

**BY AND BETWEEN**

**THE HEADS OF DEPARTMENTS, OFFICES OR BUREAUS REPRESENTED  
HEREIN BY THE CITY ADMINISTRATIVE OFFICER**

**AND THE**

**LOS ANGELES COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL**

On the 15th day of February, 1989, the parties hereto entered into an agreement regarding the City's use of Union hiring halls to employ Craft workers on a temporary basis.

The parties agree therefore as follows:

1. Each employing City department shall make all requests for hiring temporary Building Trades journey level craft workers directly to each signatory Union that is responsible for the craft's expertise.
2. The Los Angeles Building Trades Council shall furnish to the City Administrative Officer updated Union addresses and telephone numbers for each individual craft for referral purposes.
3. Workers hired under this agreement shall be considered employed at will and employing City departments shall have the right to reject or dismiss any applicant or worker.
4. Workers employed under this agreement shall follow all working rules and safety requirements of the City on all jobs unless such rules or requirements are specifically excluded by this agreement. Such rules and requirements shall not be subject to a grievance procedure.
5. All workers shall have no less than the minimum requirements set forth in the City of Los Angeles job bulletin for each job classification.
6. Workers hired under this agreement shall be paid according to the Los Angeles area-wide prevailing wage pay schedule at 90% of the prevailing basic wage and 100% of applicable prevailing fringe benefits for each individual craft as submitted by the Building Trades Council to the City Administrative Officer. The Building Trades Council will submit all updated basic wage information to the City Administrative Officer who shall be responsible to notify the appropriate City department.
7. Overtime will be paid at the time and one-half rate and will only be paid after forty hours of work in a workweek.
8. There shall be no minimum length of time of employment for workers hired under this agreement. The maximum length of time of employment for workers hired under this agreement shall be no more than one year per project.
9. Temporary Union workers shall not receive the same fringe benefits as those provided to permanent City employees. A separate trust fringe benefit Subscription Agreement for each craft will be signed by the craft and the City. The City will modify any contribution provided for in this agreement in the next

appropriate pay period following receipt of notice of changes in applicable prevailing fringe benefits. The City shall not make retroactive payments necessitated by any delay on the part of any Union. All fringe benefits to workers covered by this agreement shall be distributed directly by the Trust Fund to the worker. Questions concerning applicable fringe benefits shall be determined by the City Administrative Officer in conjunction with the Los Angeles Building Trades Council.

10. There shall be no grievance procedure. Complaints regarding wages and/or fringe benefits may be filed with the Building Trades Council. Such complaints will be resolved by the City Administrative Officer and the Los Angeles Building Trades Council.
11. The Union shall maintain a register of applicants. Neither the Union hiring referral system, in selecting and referring, nor the City in hiring, shall discriminate against an applicant because of membership or non-membership in the Union and/or because of race, sex, age, sexual orientation, national origin, religious opinions or affiliations, or physical handicap.
12. If the registration list is exhausted and the Union is unable to refer applicants for employment within forty-eight (48) hours (excluding weekends and holidays) from the time of receiving a request for workers, then the employing department shall be permitted to secure applicants without using the referral procedure in this agreement.
13. The Union's hiring referral system shall be administered by each Union and the costs of operating this system shall be borne by the Union.
14. All temporary workers shall maintain membership status in good standing with their appropriate craft union and/or maintain service fee requirements as a condition of employment.
15. Workers hired under this agreement who are terminated shall receive final total pay on the pay day for the City pay period covering the period of time worked by the worker and not immediately upon termination.
16. Workers covered by this agreement shall be entitled to State mandated Workers' Compensation benefits rather than to the Workers' Compensation benefits afforded to permanent City employees.
17. The City shall have the right to request a Union worker by name unless the Union's referral procedure specifically prohibits this method of selection.

This MOU shall be effective \_\_\_\_\_, 1989, and shall continue until cancelled. Either party to this Agreement may give ninety (90) days notice of desire to cancel.

WITNESS OUR HANDS AND SEAL THIS 15th DAY OF February, 1989.

BUILDING TRADES COUNCIL

CITY OF LOS ANGELES

V. C. "Bud" Mathis  
V. C. "Bud" Mathis  
Executive Secretary

Keith Comrie  
Keith Comrie  
City Administrative Officer

Arthur J. Carolan  
Arthur J. Carolan  
Business Representative

\_\_\_\_\_  
Controller

Art DiGregorio  
Art DiGregorio  
Plasterers Local #2

\_\_\_\_\_  
General Services

Pat McGinn  
Pat McGinn  
Carpenters Local #2231

\_\_\_\_\_  
Recreation and Parks

Robert Roudebush  
Robert Roudebush  
Electricians Local #11

\_\_\_\_\_  
Harbor

John P. O'Donohoe  
John P. O'Donohoe  
Elevator Constructors Local #18

\_\_\_\_\_  
Personnel

David H. Duckwald  
David H. Duckwald  
Sheet Metal Workers Local #108

Ralph E. Miller  
Ralph E. Miller  
Plumbers Local #78

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APPENDIX A

Note 1: The City may designate any craft worker to serve as a Foreman for that craft, and when so designated, shall receive 10% more than the basic wage rate for that craft.

Note 2: Whenever a craft worker is assigned to work either a swing or graveyard shift, such worker, when so assigned and when working such a shift, shall receive 10% more than the basic wage rate for that craft.

Swing shift is defined as any work shift beginning after 3:30 p.m.

Graveyard shift is defined as any work shift beginning after midnight.