

**AMENDMENT NO. 1**

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

**AMENDMENT NO. 1 to Memorandum of Understanding No. 35  
made and entered into this  
20<sup>th</sup> day of November 2018**

**BY AND BETWEEN THE**

**CITY OF LOS ANGELES**

**AND THE**

**LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES  
COUNCIL**

## AMENDMENT NO. 1

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

#### 8. PAID SICK LEAVE

Members in this Unit are entitled to paid sick leave in accordance with the following provisions.

- a. Accrual Eligibility – Unit members qualify to accrue paid sick leave on the first day of City employment.
- b. Accrual Rate – On the first day of employment, unit members shall begin accruing paid sick leave at a rate of one (1) hour of sick leave for every 29 hours worked. Hours worked shall not include any overtime.
- c. Usage – Unit members may use accrued paid sick leave beginning on the 90<sup>th</sup> day of employment in no less than one-half hour increments and are entitled to use up to 72 hours of accrued sick leave each calendar year.
- d. Maximum Accrual – Unit members may accrue up to a maximum of 144 hours of sick leave each calendar year.
- e. Carry Over and Pay Out – Any unused balance of sick leave at the end of any calendar year shall be carried over and accumulated from one calendar year to the next to a maximum of 144 hours, provided, however, that any unused balance of sick leave remaining at the end of any calendar year over 72 hours shall be compensated for by cash payment of 50% of the salary rate current at the date of payment. Payment shall be made as soon as practicable after the end of each calendar year.
- f. Notice – Upon the oral or written request of a unit member, the City shall provide paid sick leave for the unit member, for a family member, or for any individual related by blood or affinity whose close association with the Unit member is the equivalent of a family relationship. A family member is defined as in subsection “g” below.
- g. Family Member Defined – For purposes of this provision, family member means any of the following:
  - (i) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the

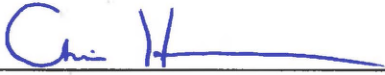
employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.

- (ii) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
  - (iii) A spouse.
  - (iv) A registered domestic partner.
  - (v) A grandparent.
  - (vi) A grandchild.
  - (vii) A sibling.
- h. Separation from City Employment – The City is not required to provide compensation to a unit member for accrued or unused sick days upon termination, resignation, retirement, or other separation from employment.
- i. Reinstatement of Benefit – If a unit member separates from the City and is rehired by the City within one (1) year from the date of separation, previously accrued and unused paid sick leave shall be reinstated.

Except for the amendment herein, all other Appendices, Articles and/or provisions of the 1989 MOU No. 35 shall remain in full force and effect during the term of the MOU until renegotiated by both parties.

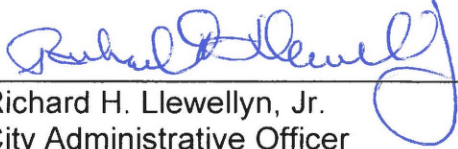
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this Amendment No. 1 to MOU 35, the day, month and year written below.

FOR THE UNION:

  
\_\_\_\_\_  
Chris Hannan  
Business Representative

11-21-2018  
Date

FOR MANAGEMENT:

  
\_\_\_\_\_  
Richard H. Llewellyn, Jr.  
City Administrative Officer

11/27/18  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Office of the City Attorney

11/20/18  
Date