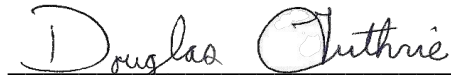


## REPORT OF THE PRESIDENT &amp; CEO

December 16, 2021

**RESOLUTION APPROVING AND ADOPTING REVISIONS TO THE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES AND THE COUNCIL FOR HOUSING PROFESSIONALS - MANAGEMENT, AND AUTHORIZING THE PRESIDENT AND CEO AND/OR HIS DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ONCE THE APPROVED CHANGES HAVE BEEN INCORPORATED**



Douglas Guthrie  
President and CEO



Annie Markarian  
Director of Labor & Employee Relations

**Purpose:** The purpose of this item is to approve and adopt revisions to the successor Memorandum of Understanding (“MOU”) between the Housing Authority of the City of Los Angeles (“HACLA”) and the Council for Housing Professionals – Management, (“CHP-M”), and authorize the President and CEO and/or his designee to execute the memorandum of understanding once the approved changes have been incorporated.

**Regarding:** CHP-M represents HACLA’s Manager level classification. Staff within this bargaining unit are responsible for oversight of the day-to-day management of our Public Housing and Housing Choice Voucher departments. The existing MOU between HACLA and CHP-M was approved by HACLA’s Board of Commissioners in February 2019, pursuant to Resolution 9488, and expires on December 31, 2021.

**Issues:** HACLA and representatives of CHP-M have met and conferred in good faith as required by the Meyers-Milias-Brown Act (*Government Code* section 3500 et seq.), HACLA’s Personnel Rules, and the governing Memorandum of Understanding between the parties. Parties have reached a tentative agreement regarding the terms of a successor MOU. The tentative agreement is summarized as follows:

Term

January 1, 2022 – December 31, 2024.

## Compensation

- 4% increase to base salary effective January 1, 2022;
- 3% base salary increase effective January 1, 2023; and
- 3% base salary increase effective January 1, 2024.

\$1,500.00 year 2021 staff appreciation bonus (non-PERSable) effective on the first payroll of the month after this MOU is ratified by HACLA's Board of Commissioners. This is a one-time, non-recurring bonus to employees holding CHP-M classifications by or before January 1, 2021 and on the effective date of payment.

Should any HACLA bargaining unit or the non-represented/at-will unit receive a greater Cost of Living Adjustment to the salary schedule during the contract period or a greater amount for the 2021 Staff Appreciation Bonus, the greater adjustment or amount will apply to CHP-M. This clause does not apply to adjustments made to individual classifications or employees due to market needs or pay disparities.

## Compaction Pay

Compaction pay will be increased from 2% to 3%.

## Merit Step Increases

Should any HACLA bargaining unit or the non-represented/at-will unit receive an additional step to the merit step schedule, CHP-M will receive the same additional step to the merit step schedule.

## Limited-Term Positions

Parties agree to add a new category of employees that are employed on a limited-term basis and work cooperatively to establish a comprehensive framework for limited term positions.

Limited-term positions would be positions for which there is no anticipated long-range funding or has uncertain future funding (i.e., grant funding; emergency funding).

Limited-term employees would be employees employed on a limited-term.

Limited-term employees shall be subject to the same hiring standards as other CHP-M classifications; however, when funding stops or the position is no longer needed, the position shall be eliminated and the incumbent would be separated without regard to seniority or provisions set forth in the layoff procedures.

Staff who promote into limited term positions will retain property rights, if any, in their previously held classification(s). Should a previously held classification be eliminated while an employee is serving in a limited term capacity, management will work with the bargaining unit to place the employee in a comparable classification where a vacancy exists within the bargaining unit when the limited term service concludes.

#### General Leave Accruals

If an employee works on vacation (regardless of the type of hours utilized) the employee will use accrued leave for all hours except those worked. If an employee works for 4 or more hours while on vacation then employee will be paid for a full regular day.

#### Professional Time Off

The parties agree to reopen the MOU to meet and confer regarding a comprehensive PTO policy. Any changes to the MOU regarding PTO will require a Meet and Confer and must be made by mutual agreement.

#### Probationary Period

In order to maintain operational stability and simultaneously encouraging employee growth and development, employees serving in a probationary period may apply but will not be referred for promotional opportunities for the first 6 months of their probationary period.

Employees who are promoted to a new classification and do not pass probation, are returned to the classification for which they last held property rights (i.e. passed probation).

Should Management ratify an MOU without restrictions on eligibility to promote for another bargaining unit, this provision on CHP-M members eligibility to promote during probationary periods will be eliminated.

#### Holidays

Juneteenth will be added to HACLA's schedule of observed holidays.

#### Jury Duty

By or before April 1, 2022, the parties agree to reopen the MOU to meet and confer regarding a stand-alone agency-wide policy reflecting unlimited jury duty, which incorporates best practices and controls. Any changes to the MOU must be made by mutual agreement.

### Telework

By or before April 1, 2022, Management will present to CHP-M a proposed voluntary telework program as part of a separate meet and confer.

### Grievance Procedure

References to “ten (10) days” in Article VIII, Section 9 – Grievance Procedure – will be changed to “ten (10) business days.”

### Cleanup

The Chief negotiators for the respective parties will work together to update the provision of the MOU to ensure they are legally compliant, consistent with business practices and negotiated changes.

**Vision Plan:** The proposed revisions to the MOU between HACLA and CHP-M supports all four core principals of HACLA’s vision plan by maintaining labor stability, competitive wages and operational efficiencies such that the agency can continue to provide uninterrupted service to the communities and clients we serve.

**Funding:** The Chief Administrative Officer confirms the necessary funds are available and included in HACLA’s budget and will be included in the operating budgets for the subsequent years. The source of funds is dependent on position and department assignment.

**Environmental Review:** Not applicable

**Section 3:** Not Applicable

**Attachment:**

1. Resolution

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AND ADOPTING REVISIONS TO THE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES AND THE COUNCIL FOR HOUSING PROFESSIONALS - MANAGEMENT, AND AUTHORIZING THE PRESIDENT AND CEO AND/OR HIS DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ONCE THE APPROVED CHANGES HAVE BEEN INCORPORATED**

**WHEREAS**, the Memorandum of Understanding (“MOU”) between the Housing Authority of the City of Los Angeles (“HACLA”) and the Council for Housing Professionals – Management (“CHP-M”) expires on December 31, 2021.

**WHEREAS**, the parties met and conferred in good faith regarding the terms of a successor MOU.

**WHEREAS**, the parties have tentatively agreed to the following terms for a successor MOU:

Term

January 1, 2022 – December 31, 2024.

Compensation

- 4% increase to base salary effective January 1, 2022;
- 3% base salary increase effective January 1, 2023; and
- 3% base salary increase effective January 1, 2024.

\$1,500.00 year 2021 staff appreciation bonus (non-PERSable) effective on the first payroll of the month after this MOU is ratified by HACLA’s Board of Commissioners. This is a one-time, non-recurring bonus to employees holding CHP-M classifications by or before January 1, 2021 and on the effective date of payment.

Should any HACLA bargaining unit or the non-represented/at-will unit receive a greater Cost of Living Adjustment to the salary schedule during the contract period or a greater amount for the 2021 Staff Appreciation Bonus, the greater adjustment or amount will apply to CHP-M. This clause does not apply to adjustments made to individual classifications or employees due to market needs or pay disparities.

Compaction Pay

Compaction pay will be increased from 2% to 3%.

### Merit Step Increases

Should any HACLBA bargaining unit or the non-represented/at-will unit receive an additional step to the merit step schedule, CHP-M will receive the same additional step to the merit step schedule.

### Limited-Term Positions

Parties agree to add a new category of employees that are employed on a limited-term basis and work cooperatively to establish a comprehensive framework for limited term positions.

Limited-term positions would be positions for which there is no anticipated long-range funding or has uncertain future funding (i.e., grant funding; emergency funding).

Limited-term employees would be employees employed on a limited-term.

Limited-term employees shall be subject to the same hiring standards as other CHP-M classifications; however, when funding stops or the position is no longer needed, the position shall be eliminated and the incumbent would be separated without regard to seniority or provisions set forth in the layoff procedures.

Staff who promote into limited term positions will retain property rights, if any, in their previously held classification(s). Should a previously held classification be eliminated while an employee is serving in a limited term capacity, management will work with the bargaining unit to place the employee in a comparable classification where a vacancy exists within the bargaining unit when the limited term service concludes.

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### Cleanup

The Chief negotiators for the respective parties will work together to update the provision of the MOU to ensure they are legally compliant, consistent with business practices and negotiated changes.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners hereby approves and adopts the aforementioned changes to the CHP-M, and further authorizes the President and CEO and/or his designee to sign the final MOU document once said changes have been incorporated.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

APPROVED AS TO FORM:

Housing Authority of the City of Los Angeles

BY: \_\_\_\_\_

General Counsel

BY: \_\_\_\_\_

Chairperson

DATE ADOPTED: \_\_\_\_\_